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No. OF EMPLOYEES	1,050
NOMBRE D'EMPLOYÉS	JE

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PIPELINE AGREEMENT
FOR CANADA

BETWEEN

**THE PIPE LINE CONTRACTORS
ASSOCIATION OF CANADA**

AND

**THE LABORERS INTERNATIONAL
UNION OF NORTH AMERICA**

LABORERS



**LABORERS
MAINLINE PIPELINE
AGREEMENT
FOR CANADA**

1993 - 1995

02719(06)

**LABORERS MAINLINE PIPELINE
AGREEMENT FOR CANADA**

AGREEMENT made this first day of May, A.D., 1993.

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA (hereinafter referred to as the "Association") on behalf of those employers of employees who have appointed or who may appoint the Association as agent for collective bargaining, those employers on whose behalf the Association is accredited or registered as collective bargaining agent and such other employers of employees who may execute an acceptance of the terms and provisions of this Agreement as identified from time to time in Schedule A attached hereto (hereinafter referred to as the "Employer").

AND:

LABORERS INTERNATIONAL UNION OF NORTH AMERICA (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 **transporting gas, oil, vapours, liquids**, slurries, solids, or other **transportable materials** and **underground** and marine cables and all work incidental thereto or an integral part thereof coming within the jurisdiction of the Union, contracted for or performed by the Employer **within** Canada as such work is more fully described

below and illustrated in the accompanying charts. By mutual agreement this contract may be extended to cover other territory.

A. MAINLINE PIPELINES 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 between originating plant terminals and town border stations.
4. Pipelines transporting water or slurries for the purpose of water 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 Laborers** Distribution Pipeline Agreement for Canada.
2. Such pipeline installation, repair, maintenance, replacement or reconditioning more particularly and usually defined as Industrial, Commercial, Institutional or Building Construction as may not be combined **with** or comprising an integral part ~~of pipeline construction.~~

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

D. DEFINITIONS of terms contained in and for **purposes** of this Agreement shall include:

1. "First metering station or connection" means that point which divides mainline **transmission** lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a ~~metering station or connection is located on a mainline~~ transmission line, then the mainline pipeline work shall include

the construction of all pipelines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines. **IT IS UNDERSTOOD** that this definition shall be interpreted as being subject to the definition of distribution work as contained in **the Laborers** Distribution Pipeline Agreement for Canada.

2. "Town border station" means that point at which deliveries to the distribution systems begin and are metered or measured.
3. "**Rodman, Chainman, or Stakeman**" means a laborer employed to assist the Survey Instrument Man in running line, measuring pipe and/or right-of-way, and other survey work for the Employer.
4. "**Pipefinder**" means a laborer employed to locate buried structures **utilizing** an electronic device or probe.
5. "**Flagperson**" means a laborer employed to control traffic.
6. "**General Laborer**" means a person employed to perform any of the work coming within the jurisdiction of the Union.
7. "**Dopeman**" means a person employed to locate flaws in the pipe coating using an electronic detector, repair coating, hand wrap joints, and heating of pipe for, and **the** installation of, sleeves on coated pipe, and the use of induction coils for the application of epoxies.
8. "**Buffer**" means a qualified laborer employed to operate a buffing or grinding machine in the cleaning and preparation of the pipe other than the final **buffing** of the pipe bevels in preparation for the weld.
9. "**Swamper**" means a qualified laborer who handles the load line on the set-in **sideboom** tractor(s), winch truck(s), boom truck(s), picker truck(s) and in the stringing and bending crew.
10. "**Nozzleman**" means a qualified laborer employed to handle the nozzle for **sandblasting**, all hand held **high pressure** water jet operations, in the **cleaning** and **preparation** of the pipe other than the final **buffing** of **the** nine bevels in preparation for **the** weld, for the install&on of **foam**, for the placing of concrete, **guniting** or grouting, and for the spraying or painting of

- protective pipe coating materials in the doping, wrapping, coating and taping crew.
11. "Grader" means a qualified **laborer** employed in hand working the ditch bottom to maintain required grade where grade stakes have been set.
 12. "Saw Filer" means a qualified **laborer** employed to assist power saw operators in the maintenance of their equipment.
 13. "Dope Pot Fireman - N/M" means a qualified **laborer** employed to operate a non-mechanical dope pot.
 14. "Paper **Latcher**" means a qualified **laborer** employed to joint or "latch" protective coating materials, which may be of substances other than paper, as they are applied by machine to ensure continuous wrapping application. On Mainline pipeline jobs of over 16" diameter there shall be no less than two paper **latchers** employed in the wrapping crew.
 15. "Power Saw Operator" means a qualified **laborer** employed to operate power-driven chain saws and the furnishing of power saws shall not be a condition of employment.
 16. "Jackhammerman" means a qualified **laborer** employed to operate jackhammers, paving breakers and similar pneumatic and electric tools.
 17. "Auger **Toolman**" means a qualified **laborer** employed in angering and/or boring with a manually propelled, mechanical jacking or **augering** tool.
 18. "Driller" means a **qualified laborer** employed to operate drilling equipment used to drill holes for blasting and rock anchors.
 19. "Driller Helper" means a qualified **laborer** employed to assist in the handling of hoses and drill steel or otherwise assist a driller in all aspects of the operation of drilling equipment.
 20. "Powderman" means a qualified **laborer** (with blasting certificate, where required) responsible for the handling and storage and employed in the make-up, setting and discharge of all explosives.

21. "Hi Scaler" means a qualified **laborer** employed to dislodge or "scale" rock on dangerous faces.
22. "**Specialized Laborer**" means a qualified **laborer** employed at **specialized** labour work including the fabrication, erection, installation, dismantling, rehabilitation, salvaging, and/or demolition of all structures and/or appurtenances connected with pipeline construction including plain or reinforced concrete, pipe insulation, piles and pipe supports including underwater work coming within the jurisdiction of the Union. This classification does not encompass the operation of **equipment** under **the jurisdiction of the Operating Engineers** and does not encompass work done by other **classifications** in this Agreement.
23. "**Faller**" means a qualified **laborer** employed to fall merchantable timber for use as saw logs and the furnishing of power saws shall not be a condition of employment.
24. "Job Steward" means a qualified **laborer** who is the member selected by **the** Union to represent the Union.
25. "**Firstaid Attendant**" means a **qualified laborer**, who, in addition ~~to his regular skills, having tenure of an Industrial Government~~ Certificate or its equivalent in **firstaid** is designated to administer the initial **firstaid** in the case of an emergency and the furnishing of ambulances shall not be a condition of employment.
26. "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 **Laborers International Union of North America**.
27. "Hot Work" means **laborers** work in **connection** with welding, cutting, or machine excavation of operating mainline pipelines where there is a danger of fire, explosion, or violent release of **pressure**, at such times as the **laborer** is **required by** the Employer to work in the immediate area of danger. **This shall** not include such lines that have been purged with air movers, water or other acceptable methods.
28. "**Yardman**" means a person employed in the yard to perform any of the work coming within the jurisdiction of the Union.

E. NO DISCRIMINATION

All reference in this **Agreement** to the masculine **gender** shag also apply to the feminine gender.

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ARTICLE II SCOPE OF WORE

A. If and when the Employer, or any shareholder(s) holding a major equity or control therein, shall perform or shah 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 shah be applicable to all such work performed under the name of the Employer or the name of any other person, corporation, company, partnership, **enterprise**, associate, combination or joint venture.

B. All of the work covered by this Agreement shall be done under and in accordance with the teems and conditions of this Agreement, whether done by the Employer **and/or** any sub-contractor of said Employer.

C. **The** work coming under the jurisdiction of the Union and covered **by** the terms of this Agreement includes all work **performed** by **employees** in the **classifications** referred to herein and includes all **laborers'** work for the **clearing** of right-of-way **and** the cleaning of tracks on tractors; and all **laborers' work** for **the stabilization of** trenches and/or tunnels in necessary preparation for the installation of pipelines or underground cables, including blasting, drilling, pumping, hand digging and trimming of **trenches** and ditches for **pipelines**; work in connection with the **stockpiling, stringing**, hooking and unhooking, or bending of pipe, except the mechanical work **involved**; all **laborers'** work in **connection** with the distribution of pipe and **skids** and the placing of said skids and pipe over the trench; the **cleaning**, scaling of the pipe by any **method**; all **laborers'** work in connection with the line-up crew; the cleaning, buffing, grinding, swabbing, heating of the joint associated with coating, wrapping and doping of **the** pipe by any method before lowering after the welding of joints has been made; the work in connection with the **backfilling** of the trenches **after** the pipe has been laid; the installation of corrosion indicator **wires**; all form work and hoarding, concrete work connected with pipelines, including the **manufacturing**, stock piling, stringing, hooking and unhooking, and installation of concrete weights; the work in connection with

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.

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.

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.

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 Union shall select one of its Members who is an employee and who shall be recognized as Job Steward. 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 the privilege. Where circumstances warrant, additional Job Stewards to perform the work of the Union on remote segments of a mainline pipeline construction job, shall be agreed upon between the Employer and the Union at the Pm-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 operation out of each separate warehouse or marshalling point.

H. The Job Steward shall be the last man laid off provided he is willing to perform the work to be completed. The Steward shall not be excluded from overtime provided he is willing and able to perform the work that is required.

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 Union, shall discharge any employee who, as determined by the Union in its sole discretion, is not or ceases to be a member in good standing of the Union, immediately upon a suitable replacement being provided at the **jobsite** by the Union.

K. The Employer's representative on site shall provide the Union Business Agent upon request with the names of his employees and sub-contractors on the **project**.

L. The Employer shall have the right to retain the original crew once established throughout the territory covered by the job for which the Pm-job Conference was held.

M. 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**.

N. 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.

ARTICLE IV NOTIFICATION, **PRE-JOB CONFERENCE**, 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** all sub-contractors under the terms and conditions of this Agreement. The International Union Representative will designate the Local Union(s) which will have jurisdiction. The job notification form to be used is attached to this Agreement as Addendum A.

B. The Employer, its appointed sub-contractor(s) covered by this Agreement, and the Union* shall hold a **pre-job** Conference before the start of the job and **the** Local Union Representative at such conference shall be **authorized** by the Union to represent the Local Union for the entire area covered by **the job** within **the territorial** jurisdiction of the Local Union. **The** purpose of the **Pre-job** Conference shall be to define those matters outlined in **the Pre-job** Conference Report which is attached to this Agreement as Addendum **B**, but not including the changing of any of the conditions of **this** Agreement nor any interpretation of any of its clauses; it being agreed that any interpretation of this Agreement shall be made between the prime parties hereto so that **the** proper application **thereof** may be made on the job.

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

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

* For the purpose of job notification and **pre-job** conference requests, the Union offices to be contacted are listed in Schedule **B**.

ARTICLE V HIRING PROCEDURE

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

B. The Employer shall, where possible, give the Union advance information as to the employment requirements in order that the Union **may** make its members available. **Only** Union members having co&nation of dispatch from **the** Local-Union, to be given to the **Employer** by the **employee** at time of hire, or sent to the **Employer** by **electronic transmission** prior to the **employee being hired, shall be hired**, providing the Local Union can **supply same**. All members **supplied** by the Local Union must be qualified to perform the work for which they have been referred, otherwise such member will not be dispatched unless acceptable to the Employer.

The Employer shall have the right to name request one member from the out-of-work list of the Local Union in every four employees **hired**. This ratio shall be maintained on a "one-in-four" basis for the duration of the job.

C. Members supplied by the **Local Union** must be dispatched within forty-eight (**48**) hours of request, such notice to be given during the Local Union's normal **office** hours.

D. When qualified members of the Union are not available, the Employer may obtain employees elsewhere, subject to the provisions of Article III C.

E. ~~The Employer shall have the right to restart any interrupted~~ job with the same crew laid off for Christmas or Spring breakup provided such shutdown extends no longer than a twenty-one (**21**) calendar day period or has been a subject of the **Pre-job** Conference and provided the laid-off employees are available for such **re-start**. Any additional and/or replacement employees shall be engaged in accordance with Paragraph B 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. At the discretion of the Employer, employees may be changed from one classification to another within ~~the~~ jurisdiction of the Union provided that the employee is capable and qualified to perform the work. No ~~employee's hourly rate~~ shall be lowered during the shift under these ~~provisions~~, and if an ~~employee~~ is **assigned** to work calling for a higher rate of pay he **shall receive** such higher rate of pay for the full shift.

D. Subject to the employee being capable and qualified to Perform the work, no employee's hourly rate shall be lowered under these provisions, and if an employee is assigned to work calling for a higher rate of pay he shall receive such higher rate of pay for the full day. ~~During emergencies, any employee of the Employer may~~

be assigned to any work, provided, however, that no employee's hourly rate shall be lowered under this provision, and provided ~~further that in the event an employee is assigned to work~~ calling for a higher rate of pay, he shall receive such higher rate for the full day.

E. The regular pay day shall be not later than **Thursday** of each week, unless the Employer agrees to allow employees to draw on money earned, under such conditions pay day may be once every two weeks. When employees are laid off or discharged, their cheques for all **earnings** due them at the time of **layoff** or **discharge** must be **delivered on the same date**. ~~All cheques must be clearly marked as~~ to breakdown of hours and overtime rates, vacation and holiday pay.

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 **camp**s 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 Pm-job Conference. All cheques to be negotiable at par.

G. 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.

H. 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.

I. 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.

J. After due warning, any refusal by an employee to abide by any applicable accident prevention regulations of the Worker's **Compensation Board or appropriate governmental body having** jurisdiction, shall be cause for discharge.

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K. The Employer shall not require any employee to operate unsafe or **improperly** loaded **equipment**, or to work or continue to work under **unsafe** conditions. No employee shall be discharged because he fails to work under unsafe conditions. The Parties hereto shall at all times comply with the accident prevention and **first aid** regulations issued by the appropriate governmental regulatory body and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.

6/1
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 **International Union of Operating Engineers**, depending upon the nature of the inspection, shall be made freely available by the Employer to accompany any **authorized** Workers' Compensation Board representative on project inspection.

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M. Job Safety meetings shall be held once each month and a copy of the Minutes of **all** Job Safety Committee meetings shall be **forwarded to the Union and Local Union promptly each month.**

N. 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.

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

P. Where the nature and location of the work, as determined at the **Pre-job** Conference, are such as to **require** special clothing for protection from adverse weather elements and such clothing is not normally in the possession of the employee, the Employer shall provide or, at his option, reimburse the cost of such **clothing**. **The** Employer shall provide gloves and coveralls, and any other necessary protective clothing, to each employee who normally comes in contact with hot dope, mastics, epoxies, or sandblasting. in the event that an employee does not return the foregoing items

supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee

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

R. No employee shall be required to work alone in seclusion.

S. In Ontario, the Employer shall provide water flush toilets and wash-up facilities at the yard and, where right-of-way conditions make it practicable and feasible, on the right-of-way near the main pipe gang for the employees' use. Where employees are required to work at locations away from the main pipe gang, the minimum facility will consist of chemical flush toilets. Effective May 1, 1994 these requirements will apply to all areas covered by this Agreement.

ARTICLE VII WAGE RATES AND CLASSIFICATIONS

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

ARTICLE VIII EMPLOYER CONTRIBUTIONS

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

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

C. 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.

D. 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.

E. All Employer contributions due and payable, except industry promotion 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.

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

G. 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.

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

**ARTICLE XII
WAITING TIME**

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

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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 loop 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 laborers 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 work 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 overtime is payable.

ARTICLE XIII DISTRIBUTION PIPELINES

The hours of work, wage rates, employee benefits and conditions of employment for work on Distribution Pipelines in specified geographical areas are contained in the **Laborers** Distribution Pipeline Agreement for Canada.

In any **geographical** area not covered by the **Laborers** Distribution Pipeline Agreement for Canada, the terms and provisions for Mainline Pipelines contained in this Agreement shall apply to Distribution Pipelines.

The Association and the Union, at any time during the term of this Agreement, may negotiate hours of work, wage rates, employee benefits and conditions of **employment** for Distribution Pipelines in any geographical area not covered by the **Laborers** Distribution

Pipeline Agreement for Canada and such provisions shall be incorporated into that Agreement.

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

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

**ARTICLE XV
GRIEVANCE PROCEDURE**

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

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

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.

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.

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 to an Arbitration Board consisting of two (2) members, one to be named by the Employer and one by the Union. These two (2) members shall choose a third member as Chairman. If either party to the dispute fails to appoint its member or if no third member can be agreed upon within forty-eight (48) hours, then application shall be made to the appropriate governmental authority over labour matters for the appointment of a person to represent the defaulting party or a third member to act as Chairman. The Arbitration Board shall meet and render its decisions 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



and a reasonable opportunity given to the Union to correct such act or ratify same.

ARTICLE XVIII
EFFECTIVE DATE, TERMINATION, AND RENEWAL

A. This Agreement shall become effective on the First day of May, A.D. 1993 and shall continue in full force and effect until the 30th day of April, A.D. 1995 and thereafter from year to year unless terminated upon written notice of either party within one hundred and twenty (120) days prior to any anniversary of the terminal date.

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

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

D. 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 Vancouver in the Province of **British Columbia** the first day of June, A.D., 1993:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

L. A. Nash, Chairman
National Labour
Relations Committee

B. L. Brown
Executive Director

LABORERS INTERNATIONAL UNION OF NORTH AMERICA:

Arthur A. Coia
General President

James J. Norwood
General Secretary-Treasurer

E.H. Mancinelli
7th Vice President
& Canadian Director

V.N. Morden
Manager, Western
Canada Subregional Office

J. Mancinelli
Manager, Central
Canada Subregional Office

N. Scipioni
Manager, Eastern
Canada Subregional Office

SCHEDULE A

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

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

ALBERTA

By Registration:

Alberta Mobile Air Compression Services
Alta North Pipeline Concrete Products
Antagon Pipeline Company Ltd.
Banister pipelines
Bechtel Canada Limited
Bolder Concrete Ltd.
Canadian Dredge and Dock Inc.
Canadian Subaqueous pipelines Ltd.
Carbrook Contracting Ltd.
Carmax Truck Lines Ltd.
Cedar Mechanical Co. Ltd.
Chinook Construction & Engineering Ltd.
Cliffside Pipelayers Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
Conweigh Incorporated
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Delta Catalytic Constructors Ltd.
Dillingham Construction Ltd.
Dresser Industries Inc. - Dresser Titan
Eveready Industrial Services Limited
Flint Construction (1980) Ltd.
Formac Pumping Services Limited
Geleman Enterprises Ltd.
Genstar Construction Limited
Global Air Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
Henuset Bros. Ltd.
Interpro Contractors Ltd.
T.W. Junstone Company Limited

Junior Service & Repair Ltd.
Kaps Entrepouse Ltd.
Kaps Transport Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
LamSar Mechanical Contractors Limited
Leonard Pipeline Contractors Ltd.
Long Branch Contractors Ltd.
Loram International Ltd.
Loresco Environmental Contractors Ltd.
McCaws Drilling & Blasting Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Maxim Blasting Services Ltd.
MHG International Ltd.
Michetti Pipe Stringing
Midwest Pipeline Contractors Ltd.
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.
Pan **Cana** Associated Contractors Ltd.
Pashco Blasting Ltd.
Pat McNulty Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Premay Pipeline Hauling Ltd.
H.C. Price of Canada Ltd.
ROK Pipeline Inc.
Ron May Trucking and Excavating it.
RPA Contracting Ltd.
Sartori & Son Company Limited
Seggow Construction & Clearing Ltd.
Sie-Mac Heavy Haulers Ltd.
Dan Snider Logging and Trucking
Robert **B. Somerville Co. Limited**
Spie Construction Inc.
Square M Construction Limited

Stringtest Pipelines Inc.
Sulcon Pipeline Weights Ltd.
Supernal Welding and Consulting Ltd.
Totran 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 McNulty Limited
Northern Construction Company
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Permanent Concrete
H.C. Price of Canada Ltd.
V.R. Price Welding & Mechanical Ltd.
Procan Industries Ltd.
RPA Contracting Ltd.
Totran Transport Ltd.

By Appointment:

Banister Pipelines
Bolder Concrete Ltd.
Cliffside Utility Contractors Ltd.
Consamar Inc.

National Caterers Ltd.
O.J. Pipelines Inc.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pentzien Canada, Inc.
Permanent Lafarge
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
D. W. Sartori Contracting Ltd.
Robert B. Somerville Co. Limited
Spie Construction Inc.
Stringtest Pipelines Inc.
Supernal Welding and Consulting Ltd.
Universal Pipe Line Enterprises Ltd.

ONTARIO

By Accreditation:

Alberta Mobile Air Compression Services
Antagon Pipelines Company Ltd.
Banister Pipelines
Bechtel Canada Limited
Beaver Pipeline Construction Limited
Bolder Concrete Ltd.
Bonlot Construction Ltd.
J.W. Cain Limited
Canadian Dredge and Dock Inc.
Canadian Subaqueous Pipelines Ltd.
Catre Pipeline
Robert Christoph
C.S.I. Hydrostatic Testers
Cliffside Utility Contractors Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
Conweigh Incorporated
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Curran Construction Ltd.
Custom Concrete (Northern)
Dillingham Construction Ltd.
Robert J. Fierheller
Formac Pumping Services Limited
General Pipeline Contractors Limited
G.M. Gest Inc.
Global Air Drilling Services Ltd.

Supernal Welding and Consulting Ltd.
Universal Pipe **Line Enterprises** Ltd.
Waschuk Pipeline Construction Ltd.

SCHEDULE B

**LABORERS INTERNATIONAL UNION OF
NORTH AMERICA**

e

ARTHUR A. COIA, General President
905 - 16th St. N.W., Washington, D.C. 20006
(202) 737-8320

JAMES J. NORWOOD, General Secretary-Treasurer
905 - 16th St. N.W., Washington, D.C. 20006
(202) 737-8320

ENRICO H. MANCINELLI, 7th Vice President
and Canadian Director
44 Hughson Street South, Hamilton, Ontario L8N 2A7
(416) 522-7177 Fax: (416) 529-2723

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

Ontario, Manitoba, N.W.T. (District of Keewatin):

JOSEPH MANCINELLI, Manager,
Central Canada Subregional Office
44 Hughson Street, South
Hamilton, Ontario L8N 2A7
(416) 522-7177 Fax: (416) 529-2723

Quebec. New Brunswick, Prince Edward Island, Nova Scotia,
Newfoundland, Labrador and Baffin Island:

NELLO SCIPIONI, Manager
Eastern Canada Subregional Office
1145 Hunt Club Road, Lower Level,
Ottawa, Ontario K1V 0Y3
(613) 738-3184 Fax: (613) 738-9067

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

V. N. (VIC) MORDEN, Manager
Western Canada Subregional Office
810 - 1200 W. 73rd Avenue,
Vancouver, British Columbia V6P 6G5
(604) 261-0241 Fax: (604) 261-0633

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

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

	May 1/93	May 1/94
Rodman ; chainman; stakeman; pipefinder ; flagman	\$21.97	\$22.75 ✓
General laborer ; skid setter; specialized laborer helper	\$22.22	\$23.00
Buffer; grader; swamper ; driller helper saw filer	\$22.42	\$23.20
Paper latcher ; dope pot fireman N/M ; power saw operator	\$22.52	\$23.30
Jackhammerman ; pneumatic tool operator; breaker operator; auger toolman ; polyurethane nozzleman; faller	\$22.72	\$23.50
Driller; hi-scaler; concrete saw operator; powderman	\$23.17	\$23.95
Specialized laborer	\$23.22	\$24.00 ✓

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

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

When an employee covered by this Agreement is employed on hot work he shall receive one dollar **(\$1.00)** Per hour above his regular rate.

B. EMPLOYER CONTRIBUTIONS:

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

1. **Health and Welfare Plan:**
 May 1, 1993 - \$0.80 per hour
2. **Pension Plan:**
 May 1, 1993 - \$1.20 per hour
 May 1, 1994 - \$1.30 per hour
3. **Training Plan:**
 May 1, 1993 - \$0.25 per hour
 May 1, 1994 - \$0.30 per hour
4. **Laborers Advancement Fund:**
 May 1, 1993 - \$0.10 per hour
 May 1, 1994 - \$0.14 per hour
5. **Pipeline Industry Promotion Fund:**
 May 1, 1993 - \$0.11 per hour
 The Pipeline Industry Promotion Fund shall be administered by the Pipe. Line Contractors Association of Canada.

APPENDIX 3

**LABORERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
SASKATCHEWAN**

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

May 1/93 May 1/94

Rodman; chainman; stakeman; pipefinder; flagman	\$21.97	\$22.75
General laborer ; skid setter; specialized laborer helper	\$22.22	\$23.00
Buffer; grader; swamper ; driller helper; saw tiler	\$22.42	\$23.20
Paper latcher ; dope pot fireman <i>N/M</i> ; power saw operator	\$22.52	\$23.30
Jackhammerman ; pneumatic tool operator ; breaker operator; auger toolman; polyurethane nozzleman; faller	\$22.72	\$23.50
Driller; hi-scaler; concrete saw operator; powderman	\$23.17	\$23.95
Special&d laborer	\$23.22	\$24.00

Firstaid Attendant-Twenty-five cents (**\$0.25**) per hour above **regular** rate.
Job Steward - Fifty cents (**\$0.50**) per hour above regular rate.

When an employee covered by this Agreement is employed on hot work he shall receive one dollar (**\$1.00**) per hour above his regular rate.

B. EMPLOYER CONTRIBUTIONS:

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

1. Health and Welfare Plan:
May 1, 1993 - \$0.80 per hour
2. Pension Plan:
May 1, 1993 - \$1.20 per hour
May 1, 1994 - \$1.30 per hour
3. Training Plan:
May 1, 1993 - \$0.20 per hour
May 1, 1994 - \$0.25 per hour
4. Laborers Advancement Fund:
May 1, 1993 - \$0.10 per hour
May 1, 1994 - \$0.14 per hour
5. Canadian Tri-Fund:
May 1, 1993 - \$0.05 per hour
6. Pipeline Industry Promotion Fund:
May 1, 1993 - \$0.11 per hour
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

**LABORERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
MANITOBA**

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

May 1/93 May 1/94

Rodman ; chainman; stakeman; pipefinder; flagman	\$22.28	\$23.15
General laborer ; skid setter; specialized laborer helper	\$22.53	\$23.40
Buffer; grader; swamper ; driller helper; saw tiler	\$22.73	\$23.60
Paper latcher ; dope pot fireman N/M ; power saw operator	\$22.83	\$23.70
Jackhammerman ; pneumatic tool operator ; breaker operator; auger toolman ; polyurethane nozzleman ; faller	\$23.03	\$23.90
Driller; hi-scaler; concrete saw operator; powderman	\$23.48	\$24.35
Specialized laborer	\$23.53	\$24.40

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

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

When an employee covered by this Agreement is employed on hot work he **shall** receive one dollar (**\$1.00**) per hour above his regular rate.

B. EMPLOYER CONTRIBUTIONS:

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

1. Health and Welfare Plan:
May 1, 1993 - \$0.80 per hour
May 1, 1994 - \$0.90 per hour
2. Pension Plan:
May 1, 1993 - \$1.00 per hour
3. Training Plan:
May 1, 1993 - \$0.10 per hour
4. Canadian Tri-Fund:
May 1, 1993 - \$0.05 per hour
5. Local Union Tri-Fund:
May 1, 1993 - \$0.05 per hour
6. Pipeline Industry Promotion Fund:
May 1, 1993 - \$0.11 per hour
The Pipeline Industry Promotion Fund shall be administered
by the pipe Line Contractors Association of Canada.

REMITTANCES - MANITOBA

The Employer shall deduct from each employee's earnings, working dues of forty-five cents (**\$0.45**) per hour. This amount together with the monthly dues of **\$17.00** for 1993 and **\$18.00** for 1994 will be remitted to the employee's home Local Union office..

The Employer will remit all Employer contributions to the following addresses:

Health & Welfare, Pension and Training:

Employee's home local - unless otherwise notified in writing by the Local Union.

Tri-Fund:

Laborers Pension Fund of Central & Eastern Canada
PO. Box 40, Station "Q", Toronto, Ontario M4T 1L0

Pipeline Industry promotion Fund
720, 5915 Airport Rd., Mississauga, Ont. L4V 1T1

**LABORERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
ONTARIO**

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

May 1/93 May 1/94

Rodman ; chainman; stakeman; pipefinder ; flagman	\$24.80	\$25.48
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General laborer ; skid setter, specialized laborer helper	\$25.05	\$25.73
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Buffer; grader; swamper ; driller helper; saw tiler	\$25.25	\$25.93
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Paper latcher ; dope pot fireman N/M; power saw operator	\$25.35	\$26.03
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Jackhammerman ; pneumatic tool operator; breaker operator ; auger toolman ; polyurethane nozzleman; faller	\$25.55	\$26.23
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Driller; hi-scaler; concrete saw operator; powderman	\$26.00	\$26.68
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Specialized laborer	\$26.05	\$26.73
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Firstaid Attendant - Twenty-five cents (\$0.25) per hour above regular rate.

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

When an employee covered by this Agreement is employed on hot work he shall receive one dollar (\$1.00) per hour above his regular rate.

B. EMPLOYER CONTRIBUTIONS:

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

1. Health and Welfare Plan:
May 1, 1993 - \$0.95 per hour
May 1, 1994 - \$1.05 per hour
2. Pension Plan:
May 1, 1993 - \$1.32 per hour
May 1, 1994 - \$1.52 per hour
3. Training: (send as directed by Local Union)
May 1, 1993 - \$0.10 per hour
4. Canadian Tri-Fund:
May 1, 1993 - \$0.05 per hour
5. Local Union Tri-Fund:
May 1, 1993 - \$0.05 per hour
6. Pipeline Industry Promotion Fund:
May 1, 1993 - \$0.11 per hour
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

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

REMITTANCES - ONTARIO

The Employer shall deduct from the employees earnings working dues in the amount of forty cents (\$0.40) per hour. Of this amount thirty-five cents (\$0.35) per hour will be remitted with the Health & Welfare contributions and regular monthly dues to the Local Union involved and five cents (\$0.05) per hour will be remitted with Pension contributions to the Pension Plan Administrator's office for the Ontario Laborers Provincial District Council.

Health and Welfare, Training, Local Union Tri-Fund, and Working Dues (\$0.35):
Employees' home local - unless otherwise notified in writing by Local Unions.

Pension, Canadian Tri-Fund, and Working Dues (\$0.05):
Laborers Pension Fund of Central & Eastern Canada
P.O. Box 40, Station "Q", Toronto, Ontario M4T 1L0

Pipeline Industry Promotion Fund:
720, 5915 Airport Road, Mississauga, ON L4V 1T1

APPENDIX 6

**LABORERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
NEW BRUNSWICK, NEWFOUNDLAND, NOVA SCOTIA,
AND PRINCE EDWARD ISLAND (EXCEPT LABRADOR)**

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

	May 1/93	May 1/94
Rodman; chainman; stakeman; pipefinder; flagman	\$21.75	\$22.70
General laborer; skid setter; specialized laborer helper	\$22.00	\$22.95
Buffer; grader; swamper; driller helper; saw tiler	\$22.20	\$23.15
Paper latcher; dope pot fireman N/M; power saw operator	\$22.30	\$23.25
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	\$22.50	\$23.45
Driller; hi-scaler; concrete saw operator; powderman	\$22.95	\$23.90
Specialized laborer	\$23.00	\$23.95

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

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

When an employee covered by this Agreement is employed on hot work he shall receive one dollar (**\$1.00**) per hour above his regular rate.

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B. EMPLOYER CONTRIBUTIONS:

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

1. Health and Welfare Plan:
May 1, 1993 - \$0.90 per hour
2. Pension Plan:
May 1, 1993 - \$0.90 per hour
3. Training Plan:
May 1, 1993 - \$0.30 per hour
4. LECET:
May 1, 1993 - \$0.10 per hour
5. LIUNA Health & Safety Fund:
May 1, 1993 - \$0.10 per hour
6. Pipeline Industry Promotion Fund:
May 1, 1993 - \$0.11 per hour
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

The Employer shall deduct from the employee's earnings working or administrative dues in the amount of forty cents (\$0.40) per hour. This amount will be remitted with Health and Welfare, Pension, Training contributions, and regular monthly dues to the appropriate Laborers' Trust Fund designated at the Pre-job Conference.

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

REMITTANCES

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

Health and Welfare, Training, and Working Dues:

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

Pension:

Laborers Pension Fund of Central & Eastern Canada'
PO. Box 40, Station "Q", Toronto, Ontario M4T 1L0

LECET and LHSF of N.A.:

Laborers International Union of North America
Lwr Level, 1145 Hunt Club Rd., Ottawa, ON K1V 0Y3

Agreement: 0271906E
 Company: Pipe Line Contractors Association of Canada
 Union: Laborers' International Union of North America
 Expiry Date: 04/30/95

Pipe Line Contractors Association of Canada, Canada-wide and Laborers' International Union of North America (AFL-CIO) (1,050 labourers and rodmen): A 24-month renewal agreement applicable to mainline pipeline construction, effective from May 1, 1993, to April 30, 1995, settled in August 1993 at the bargaining stage. Duration of negotiations - 6 months.

Wages:	Effective	May 1/93	May 1/94
	Total Package increases	\$1.00	\$1.05
	Alberta		
	Rodman		
	Hourly Rate	\$21.97 (\$21.39)	\$22.75
	Total Package	\$26.63 (\$25.63)	\$27.68
	Specialized Labourer		
	Hourly Rate	\$23.22 (\$22.64)	\$24.00
	Total Package	\$28.00 (\$27.00)	\$29.05
	Ontario		
	Rodman		
	Hourly Rate	\$24.84 (\$24.18)	<u>\$25.48</u>
	Total Package	\$29.85 (\$28.85)	<u>\$30.85</u>
	Specialized Labourer		
	Hourly Rate	<u>\$26.05</u> (\$25.43)	<u>\$26.73</u>
	Total Package	<u>\$31.18</u> <u>(\$30.18)</u>	<u>\$32.23</u>

Working Conditions and Employer Contributions Applicable in the Province of Ontario

Hours of Work: 40 per week (unchanged).

Overtime: Time and one-half for all hours worked beyond regular hours; double time for all hours worked in excess of 10 per shift, and for all hours worked on Sunday or statutory holiday (unchanged).

Allowances:

Travel - After 15 working days or at job completion, whichever occurs first, employee to receive **40¢ (35¢)** per kilometre from the city he was hired to the point of commencement of employment, less the cost of any transportation provided by employer.

Where the distance to the job site exceeds 200 kilometres, employee to receive an additional allowance of 1 day's subsistence to assist in defraying the cost of board and lodging incurred in travelling to job site (unchanged).

After 21 working days, employee to receive a similar allowance of **40¢ (35¢)** per kilometre upon job termination.

Subsistence - \$96.25 (\$95.00) per calendar day; November 1, 1993, \$97.50; May 1, 1994, \$98.75.

Employer
Contributions:

Pension Fund - \$1.32 (\$1.10) per hour worked; May 1, 1994, \$1.52.

Health and Welfare Fund - 95¢ (85¢) per hour worked; May 1, 1994, \$1.05.

LIUNA Training and Rehabilitation Fund - 10¢ per hour worked (unchanged).

Pipeline Industry Promotion Fund - 11¢ per hour worked (unchanged).

Health and Safety and LECET - 5¢ (10¢) per hour worked.

Vacation and Statutory Holiday Pay - 10.0 per cent of gross earnings (unchanged).

Allowances:

Travel - After 15 working days or at job completion, whichever occurs first, employee to receive 40¢ (35¢) per kilometre from the city he was hired to the point of commencement of employment, less the cost of any transportation provided by employer.

Where the distance to the job site exceeds 200 kilometres, employee to receive an additional allowance of 1 day's subsistence to assist in defraying the cost of board and lodging incurred in travelling to job site (unchanged).

After 21 working days, employee to receive a similar allowance of 40¢ (35¢) per kilometre upon job termination.

Subsistence - \$96.25 (\$95.00) per calendar day: November 1, 1993, \$97.50; May 1, 1994, \$98.75.

**Employer
Contributions:**

Pension Fund - \$1.32 (\$1.10) per hour worked; May 1, 1994, \$1.52.

Health and Welfare Fund - 95¢ (85¢) per hour worked; May 1, 1994, \$1.05.

LIUNA Training and Rehabilitation Fund - 10¢ per hour worked (unchanged).

Pipeline Industry Promotion Fund - 11¢ per hour worked (unchanged).

Health and Safety and LECET - 5¢ (10¢) per hour worked.

Vacation and Statutory Holiday Pay - 10.0 per cent of gross earnings (unchanged).

0271906 E 1 Pipe Line Contractors Association of Canada
0271906 E 2 Laborers' International Union of North America
0271906 E 3 labourers
0271906 E 3 rodmen
0271906 F 1 Pipe Line Contractors Association of Canada
0271906 F 2 Union internationale des journaliers d'Amérique du Nord
0271906 F 3 ouvriers
0271906 F 3 poseurs d'armatures métalliques

0271806.f

Pipe Line Contractors Association of Canada, tout le Canada et Union internationale des journaliers d'Amérique du Nord (FAT-COI) (1 050 manoeuvres et poseurs d'armatures métalliques) : convention renouvelée de vingt-quatre mois, applicable à la canalisation principale de pipeline, en vigueur du 1^{er} mai 1993 au 30 avril 1995, conclue en août 1993 au stade de la négociation. Les négociations ont duré huit mois.

Salaires: En vigueur le 1^{er} mai 1993 1^{er} mai 1994

Augmentations globales 1,00 \$ 1,05 \$

Alberta

Poseur d'armatures métalliques

Taux horaire 21,97 \$ 22,75 \$
(21,39 \$)

Augmentations globales 26,63 \$ 27,68 \$
(25,63 \$)

Manoeuvre spécialisé

Taux horaire 23,22 \$ 24,00 \$
(22,64 \$)

Augmentations globales 28,00 \$ 29,05 \$
(27,00 \$)

Ontario

Poseur d'armatures métalliques

Taux horaire 24,84 \$ 25,53 \$
(24,18 \$)

Augmentations globales 29,85 \$ 30,90 \$
(28,85 \$)

Manoeuvre spécialisé

Taux horaire 26,09 \$ 26,78 \$
(25,43 \$)

Augmentations globales 31,23 \$ 32,28 \$
(30,23 \$)

Les conditions de travail et les cotisations de l'employeur s'appliquent à la province de l'Ontario.

Durée du travail : Quarante heures par semaine (aucune modification).

Temps
supplémentaire

Taux majoré de moitié pour toutes les heures travaillées en sus des heures régulières; taux double pour toutes les heures travaillées en sus de dix heures par poste, et pour toutes les heures travaillées le dimanche ou un jour férié (aucune modification).

Allocations

Voyage : après quinze jours de travail ou à la fin des travaux, selon l'ordre d'occurrence, l'employé recevra 40 ¢ (35 ¢) du kilomètre, de la ville où il a été embauché jusqu'à l'endroit où a commencé le travail, moins le coût de tout transport fourni par l'employeur.

Si l'endroit du travail est situé à plus de deux cents kilomètres, l'employé recevra une allocation supplémentaire équivalant à une journée de subsistance, lui permettant de payer le coût d'une chambre et les repas (aucune modification).

Après vingt et un jours de travail, l'employé recevra une allocation semblable de 40 ¢ (35 ¢) du kilomètre à la fin des travaux.

Subsistance : 96,25 \$ (95,00 \$) par jour civil, à compter du 1^{er} novembre 1993, 97,50 \$; à compter du 1^{er} mai 1994, 98,75 \$.

Contributions
l'employeur :

Régime de retraite : 1,32 \$ (1,10 \$) par heure travaillée; à compter du de 1^{er} mai 1994, 1,52 \$.

Caisses de prestations-maladie et de prévoyance sociale : 95 ¢ (85 ¢) par heure travaillée; à compter du 1^{er} mai 1994, 1,05 \$.

Caisse de formation et de readaptation de l'UIJAN : 10 ¢ par heure travaillée (aucune modification).

Caisse de promotion de l'industrie du pipeline : 11 ¢ par heure travaillée (aucune modification).

Santé et sécurité et LECET : 5 ¢ (10 ¢) par heure travaillée.

Rémunération du congé annuel et des jours fériés : 10,0 % du salaire brut (aucune modification).

C. Members supplied by the Local Union must be dispatched within forty-eight (48) hours of request, such notice to be given during the Local Union's normal office hours.

ARTICLE VI WORKING RULES

P. Where the nature and location of the work, as determined at the Pre-job Conference, are such as to require special clothing for protection from adverse weather elements and such clothing is not normally in the possession of the employee, the Employer shall provide or, at his option, reimburse the cost of such clothing. The Employer shall provide gloves and coveralls, and any other necessary protective clothing, to each employee who normally comes in contact with hot dope, mastic, epoxies, or sandblasting that an employee does not return the foregoing items supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee.

S. In Ontario, the Employer shall provide water flush toilets and wash-up facilities at the yard and, where right-of-way conditions make it practicable and feasible, on the right-of-way near the main pine gang for the employees' use. Where employees are required to work at locations away from the main pine gang, the minimum facility will consist of chemical flush toilets. Effective May 1, 1994 these requirements will apply to all areas covered by this Agreement.

ARTICLE X WAREHOUSE AND TRAVEL

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

<u>May 1, 1993</u>	<u>\$96.25 per calendar day</u>
<u>Nov 1, 1993</u>	<u>\$97.50 per calendar day</u>
<u>May 1, 1994</u>	<u>\$98.75 per calendar day</u>

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, forty cents (\$0.40) per highway kilometer via the shortest route from the city where he was hired in Canada 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 C above, to assist in defraying the cost of board and lodging incurred travelling to the jobsite.
2. After twenty-one (21) 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, or leaves the job as a consequence of illness or injury which is substantiated by medical certificate, return travel expense at forty cents (\$0.40) per highway kilometer via the shortest route from point of termination of employment to city of hire in Canada, less any remaining unrecovered cost of transportation (not

to exceed the cost of a commercial airline ticket) provided by the Employer.

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

A. This Agreement shall become effective on the first day of May, A.D. 1993 and shall continue in full force and effect until the 30th day of April, A.D. 1995 and thereafter from year to year unless terminated upon written notice of either party within one hundred twenty (120) days prior to any anniversary of the terminal date.

APPENDIX 2

ALBERTA AND NORTHWEST TERRITORIES

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

	May 1/93	May 1/94
Rodman; chainman; stakeman; pipefinder; flagman	\$21.97	\$22.75
General laborer; skid setter; specialized laborer helper	\$22.22	\$23.00
Buffer; grader; swamper; driller helper; saw filer	\$22.42	\$23.20
Paper latcher; dope pot fireman N/M; power saw operator	\$22.52	\$23.30
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	\$22.72	\$23.50
Driller; hi-scaler; concrete saw operator; powderman	\$23.17	\$23.95
Specialized laborer	\$23.22	\$24.00

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

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

When an employee covered by this Agreement is employed on hot work he shall receive one dollar (\$1.00) per hour above his regular rate.

B. EMPLOYER CONTRIBUTIONS:

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

1. Health and Welfare Plan:	
May 1, 1993	\$0.80 per hour
2. Pension Plan:	
May 1, 1993	\$1.20 per hour
May 1, 1994	\$1.30 per hour

3. Training Plan:
 - May 1, 1993 \$0.25 per hour
 - May 1, 1994 \$0.30 per hour
4. Laborers Advancement Fund:
 - May 1, 1993 \$0.10 per hour
 - May 1, 1994 \$0.14 per hour

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

5. Pipeline Industry Promotion Fund:
 - May 1, 1993 \$0.11 per hour
 The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

APPENDIX 3

SASKATCHEWAN

- A. The classifications and the hourly wage rates applicable thereto shall be as follows:

	May 1/93	May 1/94
Rodman; chainman; stakeman; pipefinder; flagman	\$21.97	\$22.75
General laborer; skid setter; specialized laborer helper	\$22.22	\$23.00
Buffer; grader; swamper; driller helper; saw filer	\$22.42	\$23.20
Paper latcher; dope pot fireman N/M; power saw operator	\$22.52	\$23.30
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	\$22.72	\$23.50
Driller; hi-scaler; concrete saw operator; powderman	\$23.17	\$23.95
Specialized laborer	\$23.22	\$24.00

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

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

When an employee covered by this Agreement is employed on hot work he shall receive one dollar (\$1.00) per hour above his regular rate.

- B. EMPLOYER CONTRIBUTIONS:

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

1. Health and Welfare Plan:
 - May 1, 1993 \$0.80 per hour

- 2. Pension Plan:
 - May 1, 1993 \$1.20 per hour
 - May 1, 1994 \$1.30 per hour
- 3. Training Plan:
 - May 1, 1993 - \$0.20 per hour
 - May 1, 1994 \$0.25 per hour
- 4. Laborers Advancement Fund:
 - May 1, 1993 \$0.10 per hour
 - May 1, 1994 \$0.14 per hour
- 5. Canadian Tri-Fund:
 - May 1, 1993 \$0.05 per hour

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

- 6. Pipeline Industry Promotion Fund:
 - May 1, 1993 - \$0.11 per hour
 The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

APPENDIX 4

MANITOBA

- A. The classifications and the hourly wage rates applicable thereto shall be as follows:

	May 1/93	May 1/94
Rodman; chainman; stakeman; pipefinder; flagman	\$22.28	\$23.15
General laborer; skid setter; specialized laborer helper	\$22.53	\$23.40
Buffer; grader; swamper; driller helper; saw filer	\$22.73	\$23.60
Paper latcher; dope pot fireman N/M; power saw operator	\$22.83	\$23.70
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	\$23.03	\$23.90
Driller; hi-scaler; concrete saw operator; powderman	\$23.48	\$24.35
Specialized laborer	\$23.53	\$24.40

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

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

When an employee covered by this Agreement is employed on hot work he shall receive one dollar (\$1.00) per hour above his regular rate.

B. EMPLOYER CONTRIBUTIONS:

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

1. Health and Welfare Plan:
 May 1, 1993 \$0.80 per hour
 May 1, 1994 \$0.90 per hour
2. Pension Plan:
 May 1, 1993 \$1.00 per hour
3. Training Plan:
 May 1, 1993 \$0.10 per hour
4. Canadian Tri-Fund:
 May 1, 1993 \$0.05 per hour
5. Local Union Tri-Fund:
 May 1, 1993 \$0.05 per hour

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

6. Pipeline Industry Promotion Fund:
 May 1, 1993 \$0.11 per hour
 The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

REMITTANCES - MANITOBA

The Employer shall deduct from each employee's earnings, working dues of forty-five cents (**\$0.45**) per hour. This amount together with the monthly dues of **\$17.00** for 1993 and **\$18.00** for 1994 will be remitted to the employee's home Local Union office.

The Employer will remit all Employer contributions to the following addresses:

Health & Welfare, Pension and Training:
Employee's home local - unless otherwise notified in writing by the Local Union.

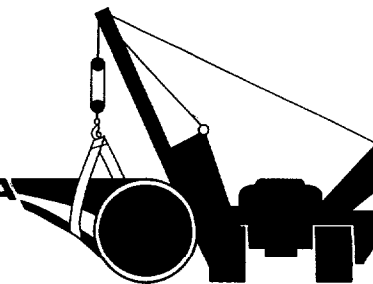
Tri-Fund:
Laborers Pension Fund -of Central & Eastern Canada
P.O. Box 40, Station "Q", Toronto, Ontario M4T 1L0

Pipeline Industry Promotion Fund:
720, 5915 Airport Rd., Mississauga, Ont. L4V 1T1

These changes should now be implemented effective May 1, 1993. Any questions regarding this settlement should be directed to the Pipe Line Contractors Association of Canada.

Labour Line

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA



SUITE 720 - 5915 AIRPORT ROAD
MISSISSAUGA, ONTARIO L4V 1T1
TEL. (416) 673-0544
FAX. (416) 673-0546

August 6, 1993

To: **All Regular Members
and Accredited Contractors**

LABORERS MAINLINE PIPELINE AGREEMENT FOR CANADA BRITISH COLUMBIA AND YUKON TERRITORY

The negotiating committees of the Pipe Line Contractors Association of Canada and the **Laborers** International Union of North America reached a settlement for renewal of the **Laborers** Mainline Pipeline Agreement for Canada. This settlement has now been ratified by the union for British Columbia and Yukon Territory. All employers should now implement the changes effective May 1, 1993, where applicable. **DO NOT IMPLEMENT THESE CHANGES IN ANY AREA OTHER THAN BRITISH COLUMBIA AND YUKON TERRITORY UNTIL ADVISED BY THE PLCAC.**

ARTICLE I COVERAGE AND DEFINITIONS

- D. DEFINITIONS of terms contained in and for purposes of this Agreement shall include:
9. "Swamper" means a qualified **laborer** who handles the load line on the set-in **sideboom** tractor(s), winch truck(s), **boom truck(s)**, **picker truck(s)** and in the stringing and bending crew.

ARTICLE III RECOGNITION AND SECURITY

- B. The Employer shall have the right to discharge employees for just cause. The Employer 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 **re-hire**.

ARTICLE V HIRING PROCEDURE

- B. The Employer shall, where possible, give the Union advance information as to the employment requirements in order that the Union may make its members available. Only Union members having confirmation of dispatch from the Local Union, **to be given to the Employer by the employee at time of hire, or sent to the Employer by electronic transmission prior to the employee being hired**, shall be hired, providing the Local Union can supply same. All members supplied by the Local Union must

MEMBER  WORLD FEDERATION OF PIPE LINE CONTRACTORS ASSOCIATIONS

AUG
AOUT 16 1993

After twenty-one (21) 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, or leaves the job as a consequence of illness or injury which is substantiated by medical certificate, return travel expense at **forty cents (\$0.40)** per highway kilometer via the shortest route from point of termination of employment to city of hire **in Canada, less** any remaining unrecovered cost of transportation (not to exceed **the** cost of a commercial airline ticket) provided by the Employer.

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

A. This Agreement shall become effective on **the** first day of May, **A.D.1993** and shall continue in full force and effect until the **30th** day of April, **A.D. 1995** and thereafter from year to year unless terminated upon written notice of either party within one hundred twenty (120) days prior to any anniversary of the terminal date.

APPENDIX 1

BRITISH COLUMBIA AND YUKON TERRITORY

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

	<u>May 1/93</u>	<u>May 1/94</u>
Rodman; chainman; stakeman; pipefinder; flagperson	\$24.35	TBA
General laborer; skid setter; specialized laborer helper	24.60	TBA
Buffer; grader; swamper; driller helper; saw filer	24.80	TBA
Paper latcher; dope por fireman N/M; power saw operator	24.90	TBA
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	25.10	TBA
Driller; hi-scaler; concrete saw operator; powderman	25.55	TBA
Specialized laborer	25.60	TBA

WORKING DUES

Working dues shall be deducted from each employee covered by this Agreement for each hour of work earned at the following rate:

May 1, 1993 -	\$0.72 per hour
May 1, 1994 -	To be advised

B. EMPLOYER CONTRIBUTIONS:

Contributions will be paid for each hour of work earned on behalf of each employee employed under the terms of this Agreement. The rates of contribution for the following purposes shall be:

1. Health and Welfare Plan:
 M a y 1, 1993 - **\$1.65** per hour
 M a y 1, 1994 - To be advised

2. Pension Plan:
 M a y 1, 1993 - **\$2.70** per hour
 M a y 1, 1994 - To be advised'

3. Training Plan:
 M a y 1, 1993 - **\$0.26** per hour
 M a y 1, 1994 - To be advised

4. **Laborers** Advancement Fund:
 M a y 1, 1993 - **\$0.27** per hour
 M a y 1, 1994 - To be advised

5. Pipeline Industry Promotion Fund:
 M a y 1, 1993 - **\$0.11** per hour

Please make sure that the working dues in the amount of **72** cents per hour for each hour of work earned is deducted from each employee **retroactive to May 1, 1993**.

These changes should now be implemented FOR BRITISH COLUMBIA AND YUKON TERRITORY ONLY effective May 1, 1993. Any questions regarding this settlement should be directed to the Pipe Line Contractors Association of Canada.

2. After twenty-one (21) 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, or leaves the job as a consequence of illness or injury which is substantiated by medical certificate, return travel expense at forty cents (\$0.40) per highway kilometer via the shortest route from point of termination of employment to city of hire in Canada? less any remaining unrecovered cost of transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer.

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

A. This Agreement shall become effective on the first day of May, A.D. 1993 and shall continue in full force and effect until the 30th day of April, A.D. 1995 and thereafter from year to year unless terminated upon written notice of either party within one hundred twenty (120) days prior to any anniversary of the terminal date.

APPENDIX 5

ONTARIO

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

	<u>May 1/93</u>	<u>May 1/94</u>
Rodman; chainman; stakeman; pipefinder; flagperson	\$24.84	\$25.53
General laborer; skid setter; specialized laborer helper	25.09	25.78
Buffer; grader; swamper; driller helper; saw filer	25.29	25.98
Paper latcher; dope por fireman N/M; power saw operator	25.39	26.08
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	25.59	26.28
Driller; hi-scaler; concrete saw operator; powderman	26.04	26.73
Specialized laborer	26.09	26.78

B. EMPLOYER CONTRIBUTIONS:

Contributions will be paid for each hour of work earned on behalf of each employee employed under the terms of this Agreement. The rates of contribution for the following purposes shall be:

1. Health and Welfare Plan:
 May 1, 1993 - \$0.95 per hour
 May 1, 1994 - \$1.05 per hour

2. Pension Plan:
 - May 1, 1993 - \$1.32 per hour
 - May 1, 1994 - \$1.52 per hour
3. LIUNA Training & Rehabilitation Fund:
 - May 1, 1993 - \$0.10 per hour
4. Health & Safety and LECET:
 - May 1, 1993 - \$0.05 per hour
5. Pipeline Industry Promotion Fund:
 - May 1, 1993 - \$0.11 per hour

REMITTANCES - ONTARIO

The Employer shall deduct from the employee's earnings working dues in the amount of ~~forty cents~~ ~~Of .40) per hour~~ ~~ount~~, thirty-five cents (\$0.35) per hour will be remitted with the Health and Welfare contributions and regular monthly dues to the Local Union involved and five cents (**\$0.05**) per hour will be remitted with Pension and LIUNA Training & Rehabilitation contributions to the Pension Plan Administrator's office for the Ontario Laborers Provincial District Council.

Health & Welfare, and Working Dues (\$0.35)

Employee's home Local unless notified in writing by Local Unions.

Pension, LIUNA Training & Rehabilitation, and Working Dues (\$0.05)

Laborers Pension Fund of Central & Eastern Canada
P.O. Box 40, Station "Q", Toronto, ON M4T 1L0

Health & Safety and LECET

Laborers Int. Union of North America
Lower Level, 1145 Hunt Club Road, Ottawa, ON K1V 0Y3

These changes should now be implemented FOR ONTARIO ONLY effective May 1, 1993. Any questions regarding this settlement should be directed to the Pipe Line Contractors Association of Canada.



COLLECTIVE BARGAINING PROGRESS REPORT
RAPPORT SUR L'ÉTAT DES NEGOCIATIONS COLLECTIVES

V

FOR THE MONTH OF
POUR LE MOIS DE 19....

Company
Compagnie Pipe Line Contractors Association OF Canada

Union
Syndicat Laborers International Union of North America

Bargaining Unit
Groupe de négociation Mainline Pipeline Construction Employees

During the month indicated above the negotiations between the foregoing parties were at the following stage(s):
Durant le mois indiqué ci-dessus les négociations entre les parties susmentionnées étaient au stade ci-après:

93-04-30

Number of employees covered: (Indicate in first progress report only)
Nombre d'employés visés (L'indiquer seulement dans le premier rapport provisoire)

(within 120 days)

~~900~~ 1050

Comments:
Remarques:

JAN - NTB

FEB - NTB

MAR - B

APR - B

MAY - B

JUNE - B

JULY - B

AUG - B

For Use of Branch Office
A l'usage du bureau de la Direction.

BARRY BROWN
(416) 673-0544

LYALL NASH
(403) 274-3443

Reporting Branch Office
Bureau de la Direction
dont provient le rapport

Signature