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1995 - ~~1997~~

**LABORERS MAINLINE
PIPELINE AGREEMENT
FOR CANADA**

BETWEEN

**PIPE LINE CONTRACTORS
ASSOCIATION OF CANADA**

AND

**LABORERS INTERNATIONAL
UNION OF NORTH AMERICA**

APR 22 1997

02719(07)

**LABORERS MAINLINE PIPELINE
AGREEMENT FOR CANADA**

AGREEMENT made this first day of May, A.D., 1995.

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 pipe bevels in preparation for the weld, for the installation 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 lachers 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 augering 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 shall also apply to the feminine gender.

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**ARTICLE II
SCOPE OF WORK**

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

B. All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by the Employer and/or any 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; all laborers work in connection with the installation of anchors, except the mechanical work involved; 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 drainage tiles; all laborers' work in connection with fencing, seeding and sodding, and all work in connection with cleanup after the pipe has been laid and the trenches backfilled; demolition, take-up and reconditioning of old pipe; and all other general, miscellaneous and specialized laborers' work in connection with the entire operation.

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D. Where, during the term of this Agreement, industry development or practice results in a requirement for classifications or special conditions within the jurisdiction of the Union not provided for herein **or** in the respective appendices, the Association and the Union shall, within fifteen **(15)** days notice of either upon the other, commence negotiations the **sole** and restricted purpose **of** which shall be to establish such classifications or special conditions and the rates applicable thereto. In the event that such negotiations do not result in agreement upon such classifications or special conditions within seven (7) days of commencement of negotiations, **or** such longer period as may be mutually agreed between the Parties, the matter shall be resolved in accordance with Article XV, Grievance Procedure. Any hourly wage rate established shall become effective on the date upon which notice is given to commence negotiations.

E. 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 a proportionate additional compensation to **all** employees covered by this Agreement, and such requirement shall continue until that particular **job** is completed. It is understood and agreed, however, that 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.

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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 and 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. 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, except as provided for in **E** above.

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

H. If, for any reason peculiar to a given geographical area, this Agreement requires amendment, the Union 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.

I. If any provision of the Agreement is in conflict with the laws or regulations of Canada, or any province or territory in which work is to be performed, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any court or board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed upon between the Parties, the matter shall be resolved in accordance with Article XV, Grievance Procedure.

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 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.

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 ~~fe~~ ^{fe} (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 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 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 Pre-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 confirmation of dispatch from the Local Union, to be given to the Employer by the employee at time of hire, ¹ 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. If the cheques due to the employee at the 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. The Employer and the Local Union may agree at the Pre-job Conference that, on jobs with less than one hundred (100) employees, if the Employer is unable to deliver the employee's cheque for wages due at the time of lay-off or discharge, the employee will not be eligible for further Waiting or Reporting time, Subsistence allowance, or Camp Privileges, however, this final cheque must be mailed to the employee's home address within two (2) working days of the date of lay-off or discharge. If the final cheque is not mailed within two (2) working days of the date of lay-off or discharge, Waiting Time shall apply.

F. Unless otherwise agreed by the Employer and the Local Union at the Pre-job Conference, the Employer shall make arrangements in each locality where employees are employed to enable such employees to cash their pay cheques or, where it is impracticable to do so, will provide any employee within twenty-four (24) hours written request with a cheque in the equivalent of subsistence allowance payable. Where camps are provided in remote areas devoid of normal banking facilities, the Employer shall make every reasonable effort to provide cheque cashing facilities, it being understood that where it is impracticable to do so, suitable substitute provisions shall be agreed at the Pre-job Conference. All cheques to be negotiable at par and be accompanied by a proper statement.

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.

⁶⁴/₁ 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 firstaid 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.

⁶⁵/₁ L. The Job Steward or another employee so designated by the Union 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; 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.

⁶⁶/₄ 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, coveralls, and rubber boots, 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. 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.

**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.

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**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.


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ARTICLE IX *34* *55*
OVERTIME AND HOLIDAY PAY *10* *E*

A. The work week shall begin on Monday and shall end Sunday. All hours worked by an employee in excess of eight (8) hours per shift and in excess of forty (40) straight time hours per week shall be paid for at the rate of time and one-half the straight time rate. All hours worked by an employee in excess of ten (10) hours per shift and all hours worked on Sunday shall be paid for at the rate of double the straight time rate. Work performed on New Year's Day,

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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.

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 and statutory holiday pay.

**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 room and board in camp 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. On jobs where camps are not provided, employees who are not local residents shall receive a subsistence allowance as follows:

May 1, 1995	\$98.75 per calendar day
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A local resident is a person who has resided at or maintained a permanent residence within forty (40) kilometers by the shortest road route to the job for a period of not less than three (3) months prior to his commencement of employment on the **job**.

D. The Employer shall select a warehouse and/or marshalling point in a city, town or community where living accommodations are available or at a location agreed to at a Pre-job Conference. The Employer shall make suitable and prompt transportation available from the warehouse or marshalling point to the work site and return. Such transportation shall be operated in compliance with the appropriate governmental occupational health and safety regulations.

E.

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

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 and/or marshalling point of the Employer, each employee so transported shall receive one (1) hours pay 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.

76
C

F. In marsh or marine pipe laying operations, in the event an employee is required to live on a quarter boat, room and board shall be furnished at no cost to the employee. The Employer shall make suitable marine transportation available to and from the landing dock location. The time of the men shall start when they leave the dock site and shall end when they are returned to the dock site.

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.
3. Travel expense provided for above shall not be applicable when the office or warehouse is moved from one location to another on the same job.

**ARTICLE XI
REPORTING AND CALL BACK TIME**

A. Reporting pay shall be paid as follows:

$\frac{48}{D}$ $\frac{46}{5}$

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 on 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. Any employee who, having completed his work that day or having qualified for reporting time as above, has been released for

the day and is then called back to work by the Employer shall receive four (4) hours pay for performing work of not more than four (4) hours duration, eight (8) hours pay for performing work of more than four (4) hours but less than eight (8) hours duration, or the number of hours actually worked if greater than eight (8) at the applicable rate for that day.

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 work stoppage conditions brought about by a third party or third parties, prevents or makes ill advised in the opinion of the Employer the performance of any work or the continuance of any work once started, no pay for hours not worked shall be required.

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:

46/8500 (1.40 hrs)

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

**ARTICLE 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 shall bear the expense of its appointee and both parties shall share equally the expense of the Chairman.

H. 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.

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

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ARTICLE XVI 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 relationships between the parties hereto under the terms and provisions of this Agreement.

**ARTICLE XVII
LIABILITY**

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

B. It is further understood that no liability shall arise on the part of the International Union herein by reason of any unauthorized act by an employee of the said Employer or any Local Union or official thereof affiliated with the International Union unless and until such unauthorized act is brought to the attention of the International Union and a reasonable opportunity given to the Union to correct such act or ratify same.



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

A. This Agreement shall become effective on the First day of May, A.D. 1995 and shall continue in full force and effect until the 30th day of April, A.D. 1997 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 Edmonton in the Province of Alberta the fifth day of July, A.D., 1995.

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

R. P. Vinall
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

**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 Pipelines Company Ltd.
- ✓ Banister Majestic Inc.
- ✓ 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.
- ✓ Coolsaet Pipeline Ltd.
- ✓ J.L. Cox & Son, Inc.
- ✓ Delta Catalytic Contractors 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. Johnstone Company Limited
- ✓ Junior Service & Repair Ltd.
- ✓ Kaps Entrepouse Ltd.
- ✓ Kaps Transport Ltd.
- ✓ Kordyban Transport (1980)Ltd.
- ✓ Lackie PipestringingLtd.
- ✓ LamSar Mechanical Contractors Limited
- ✓ 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 (1993)
- ✓ Maxim Blasting Services Ltd.
- ✓ MHG International Ltd.
- ✓ Michetti Pipe Stringing
- ✓ Midwest Pipeline Contractors Ltd.
- ✓ Mi-Pal Holdings Ltd.
- ✓ Milbar Hydro-Test Ltd.
- ✓ National Caterers (1989) 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 Lafarge
- ✓ Premay Pipeline Hauling Ltd.
- ✓ Premier Murphy J/V
- ✓ Premier Pipelines Inc.
- ✓ H.C. Price of Canada Ltd.
- ✓ ROK Pipeline Inc.
- ✓ Ron May Trucking and Excavating Ltd.
- ✓ RPA Contracting Ltd.
- ✓ Sartori & Son Company Limited
- ✓ Seggow Construction & Clearing Ltd.
- ✓ Sie-Mac Heavy Haulers Ltd.

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 Pipe Line Construction Ltd. ✓
Western Reclamation Services ✓
Whip-Line Crane Services Ltd. ✓
Wonderly and Kershaw Petrochemical Services Ltd. ✓

BRITISH COLUMBIA

By Accreditation:

✓ Alberta Mobile Air Compression Services
✓ Banister 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
✓ 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 Majestic Inc.
Bolder Concrete Ltd.
Cliffside Utility Contractors Ltd.
Consamar Inc.
Continental Electric Ltd.
Conweigh Incorporated
Coolsaet Pipeline Ltd.
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Delta Catalytic Contractors Ltd.
Global Air Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
T.W. Johnstone Company Limited
LamSar Mechanical Contractors Limited
Marine Pipeline Construction of Canada (1993)
Michetti Pipe Stringing
National Caterers (1989) Ltd.
O.J. Pipelines Corp.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Lafarge
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Robert B. Somerville Co. Limited
Spie Construction Inc.
Stringtest Pipelines Inc.
Supernal Welding and Consulting Ltd.
Universal Pipe Line Enterprises Ltd.
Waschuk Pipe Line Construction Ltd.

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

By Appointment:
Banister Majestic Inc.
Bolder Concrete Ltd.
Cliffside Utility Contractors
Conweigh Incorporated
Coolsaet Pipelines Ltd.
Global Air Drilling Services Ltd.
T.W. Johnstone Company Limited

LamSar Mechanical Contractors Limited
Marine Pipeline Construction of Canada (1993)
Michetti Pipe Stringing
National Caterers (1989) Ltd.
O.J. Pipelines Corp.
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 (Div. of Robert McAlpine Ltd.)
Spie Construction Inc.
Stringtest Pipelines Inc.
Supernal Welding and Consulting Ltd.
Universal Pipe Line Enterprises Ltd.
Waschuk Pipe Line Construction Ltd.

ONTARIO

By Accreditation:

- ✓ Alberta Mobile Air Compression Services
- ✓ Antagon Pipelines Company Ltd.
- ✓ Banister Majestic Inc.
- ✓ 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 Contractor
- ✓ Consamar Inc.
- ✓ Consbec Inc.
- ✓ Continental Electric Ltd.
- ✓ Conweigh Incorporated
- ✓ R.L. Coolsaet of Canada Ltd.
- ✓ Coolsaet Pipeline 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.
- ✓ H.B. Contracting Ltd.
- ✓ O.E. Hamlyn Drillers Limited
- ✓ Huron Pipelines Limited
- ✓ Inter-Provincial Construction Limited
- ✓ T.W. Johnstone Company Limited
- ✓ Joyce-Leonard Canada Ltd.
- ✓ Junior Service & Repair Ltd.
- ✓ Kel-Gor Limited
- ✓ Kordyban Transport (1980) Ltd.
- ✓ Lackie Pipestringing Ltd.
- ✓ LamSar Mechanical Contractors Ltd.
- ✓ Leonard Pipeline Contractors Ltd.
- ✓ Loram International Ltd.
- ✓ Majestic Contractors Limited
- ✓ Mannix Co. Ltd.
- ✓ Marine Pipeline Construction of Canada Limited
- ✓ McCaws Drilling & Blasting Ltd.
- ✓ McDace Limited
- ✓ MHG International Ltd.
- ✓ Michetti Pipe Stringing
- ✓ Milbar Hydro-Test Ltd.
- ✓ Morteale Cove Lumley Ltd.
- ✓ National Caterers Ltd.
- ✓ Nicholls-Radtke & Associates Limited
- ✓ Nor-Pipe Construction Limited
- ✓ Northern Construction Company Ltd.
- ✓ O.J. Pipelines Corp.
- ✓ Pan Cana Associated Contractors Ltd.
- ✓ Pashco Blasting Ltd.
- ✓ Pat McNulty Ltd.
- ✓ Pe Ben Industries Company Ltd.
- ✓ Pe Ben Pipelines (1979) Ltd.
- ✓ Pemrow Pipelines Construction Ltd.
- ✓ Pentzien Canada, Inc.
- ✓ Permanent Lafarge
- ✓ Premay Pipeline Hauling Ltd.
- ✓ Premier Murphy - A Joint Venture
- ✓ Premier Pipelines Limited
- ✓ H.C. Price of Canada Ltd.
- ✓ ROK Pipeline Inc.

RPA Contracting Ltd. ✓
 Rhucon (1988) Inc. ✓
 Sartori & Son Company Limited ✓
 Dan Snider Logging and Trucking ✓
 Sombra Welding Limited ✓
 Robert B. Somerville (Div. of Robert McAlpine Ltd.) ✓
 Spie Construction Inc. ✓
 Stringtest Pipelines Ltd. ✓
 Summit Pipeline Services Inc. ✓
 Superior Pipeline Contractors Ltd.
 Supernal Welding and Consulting Ltd. ✓
 True Test Pipeline Services ✓
 Universal Pipe Line Enterprises Ltd. ✓
 John Vail Pipeline Contractors ✓
 Villeneuve Construction Ltd. ✓
 Waschuk Pipe Line Construction Ltd. ✓
 Waynco Ltd. ✓
 L.M. Welter Ltd. ✓
 Wiley Oilfield Hauling Ltd. ✓
 Williams Pressure Service Ltd. ✓
 Roger H. Woods Ltd. ✓

SASKATCHEWAN

By Designation:

Banister Majestic Inc.
 Banister Pipelines
 Bolder Concrete Ltd.
 Cliffside Utility Contractors
 Consamar Inc.
 Conweigh Incorporated
 R.L. Coolsaet of Canada Ltd.
 Coolsaet Pipeline Ltd.
 J.L. Cox & Son, Inc.
 Dillingham Construction Ltd.
 Global Air Drilling Services Ltd.
 O.E. Hamlyn Drillers Limited
 T.W. Johnstone Company Limited
 LamSar Mechanical Contractors Limited
 Majestic Contractors Limited
 Marine Pipeline Construction of Canada (1993)
 Michetti Pipe Stringing
 National Caterers Ltd.
 O.J. Pipelines Corp.
 Pashco Blasting Ltd.
 Pe Ben Industries Company Ltd.
 Pe Ben Pipelines (1979) Ltd.

Pentzien Canada, Inc.
Permanent Lafarge
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
D. W. Sartori Contracting Ltd.
Robert B. Somerville (Div. of Robert McAlpine Ltd.)
Spie Construction Inc.
Stringtest Pipelines Inc.
Supernal Welding and Consulting Ltd.
Universal Pipe Line Enterprises Ltd.
Waschuk Pipe Line Construction Ltd.

SCHEDULE B

**LABORERS INTERNATIONAL UNION OF
NORTH AMERICA**

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

R. P. VINALL, 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 and 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, Manitoba, 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

APPENDIX 1

LABORERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
BRITISH COLUMBIA AND YUKON TERRITORY

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

May 1/95

Rodman; chainman; stakeman; pipefinder; flagman	\$24.95
General laborer; skid setter; specialized laborer helper	25.20
Buffer; grader; swamper; driller helper; saw filer	25.40
Paper latcher; dope pot fireman N/M; power saw operator	25.50
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	25.70
Driller; hi-scaler; concrete saw operator; powderman	26.15
Specialized laborer	26.20

Firstaid Attendant - Fifty cents (\$0.50) 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.

FDL

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, ^{81161d} 1995 - \$1.70 per hour $\frac{71}{2}$
2. Pension Plan:
May 1, 1995 - \$3.00 per hour $\frac{85}{2}$
3. Training Plan:
^{25.9} May 1, 1995 - \$0.28 per hour $\frac{76}{2}$
4. Laborers Advancement Fund:
May 1, 1995 - \$0.29 per hour $\frac{7}{2}$
5. Pipeline Industry Promotion Fund:
May 1, 1995 - \$0.11 per hour $\frac{70}{100}$
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

C. EMPLOYEE DEDUCTIONS:

Rates at which the Employer shall deduct from each employee's pay for each hour of **work** earned shall be as follows:

1. Working dues:
May 1, 1995 - \$0.72 per hour

$\frac{91121C}{99997}$

**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 1/95	Sep 1/95
Rodman; chainman; stakeman; pipefinder; flagman	\$22.75	\$22.55
General laborer; skid setter; specialized laborer helper	23.00	22.80
Buffer; grader; swamper; driller helper; saw filer	23.20	23.00
Paper latcher; dope pot fireman N/M; power saw operator	23.30	23.10
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	23.50	23.30
Driller; hi-scaler; concrete saw operator; powderman	23.95	23.75
Specialized laborer	24.00	23.80

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, 1995 - \$0.80 per hour
 Sep. 1, 1995 - \$1.00 per hour
2. Pension Plan:
 May 1, 1995 - \$1.30 per hour
3. Training Plan:
 May 1, 1995 - \$0.30 per hour
4. Laborers Advancement Fund:
 May 1, 1995 - \$0.14 per hour
5. Pipeline Industry Promotion Fund:
 May 1, 1995 - \$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
SASKATCHEWAN**

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

	May 1/95	Sep 1/95
Rodman; chainman; stakeman; pipefinder; flagman	\$22.75	\$22.55
General laborer; skid setter; specialized laborer helper	23.00	22.80
Buffer; grader; swamper; driller helper; saw filer	23.20	23.00
Paper latcher; dope pot fireman N/M; power saw operator	23.30	23.10
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	23.50	23.30
Driller; hi-scaler; concrete saw operator; powderman	23.95	23.75
Specialized laborer	24.00	23.80

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, 1995 - \$0.80 per hour
 Sep. 1, 1995 - **\$1.00** per hour
2. Pension Plan:
 May 1, 1995 - **\$1.30** per hour
3. Training Plan:
 May 1, 1995 - \$0.30 per hour
4. Laborers Advancement Fund:
 May 1, 1995 - **\$0.14** per hour
5. Pipeline Industry Promotion Fund:
 May 1, 1995 - **\$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 1/95

Rodman; chainman; stakeman; pipefinder; flagman	\$23.15
General laborer; skid setter; specialized laborer helper	23.40
Buffer; grader; swamper; driller helper; saw filer	23.60
Paper latcher; dope pot fireman N/M; power saw operator	23.70
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	23.90
Driller; hi-scaler; concrete saw operator; powderman	24.35
Specialized laborer	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, 1995 - \$0.90 per hour
2. Pension Plan:
May 1, 1995 - \$1.00 per hour
3. Training Plan:
May 1, 1995 - \$0.10 per hour
4. Canadian Tri-Fund:
May 1, 1995 - \$0.05 per hour
5. Local Union Tri-Fund:
May 1, 1995 - \$0.05 per hour
6. Pipeline Industry Promotion Fund:
May 1, 1995 - \$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 \$18.00 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

**LABORERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
ONTARIO**

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

	May 1/95
Rodman; chainman; stakeman; pipefinder; flagman	\$25.48
General laborer; skid setter; specialized laborer helper	25.73
Buffer; grader; swamper; driller helper; saw filer	25.93
Paper latcher; dope pot fireman N/M; power saw operator	26.03
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	26.23
Driller; hi-scaler; concrete saw operator; powderman	26.68
Specialized laborer	26.73
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, 1995 - \$1.05 per hour
2. Pension Plan:
May 1, 1995 - \$1.52 per hour
3. Training: (send as directed by Local Union)
May 1, 1995 - \$0.10 per hour
4. Canadian Tri-Fund:
May 1, 1995 - \$0.05 per hour
5. Local Union Tri-Fund:
May 1, 1995 - \$0.05 per hour
6. Pipeline Industry Promotion Fund
May 1, 1995 - \$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

50-1

**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 1/95
Rodman: chainman; stakeman; pipefinder; flagman	22.70
General laborer; skid setter; specialized laborer helper	22.95
Buffer; grader; swamper; driller helper; saw filer	23.15
Paper latcher; dope pot fireman N/M; power saw operator	23.25
Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller	23.45
Driller; hi-scaler; concrete saw operator; powderman	23.90
Specialized laborer	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.

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:

- 7/8/97 7/8/97
1. Health and Welfare Plan:
May 1, 1995 - \$0.90 per hour
 2. Pension Plan:
May 1, 1995 - \$0.90 per hour
 3. Training Plan:
May 1, 1995 - \$0.30 per hour
 4. LECET:
May 1, 1995 - \$0.10 per hour
 5. LIUNA Health & Safety Fund:
May 1, 1995 - \$0.10 per hour
 6. Pipeline Industry Promotion Fund:
May 1, 1995 - \$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
P.O. 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