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TEAMSTERS PIPELINE AGREEMENT FOR CANADA

BETWEEN

THE PIPE LINE CONTRACTORS
ASSOCIATION OF CANADA

AND

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



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**TEAMSTERS
MAINLINE PIPELINE
AGREEMENT
FOR CANADA
1991 - 1993**

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TEAMSTERS MAINLINE PIPELINE
AGREEMENT FOR CANADA

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

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA (hereinafter referred to as the "Association") on behalf of those employers of employees who have appointed or who 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:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS OF 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, instaliation, treating, reconditioning, taking-up, re-bevelling, re-laying, relocating, stockpiling, double-jointing or testing 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.
5. Oil and gas gathering lines which connect directly from the well to the mainline or to or from gasoline extraction or gas dehydration plants.

B. EXCLUSIONS from the coverage of this Agreement shall be:

1. Distribution systems as defined in and covered by the Teamsters 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 construction work shall include the construction of all pipelines up to the point at which the lower pressure distribution systems take off from higher pressure lateral and branch lines. This definition shall be interpreted as being subject to the definition of distribution work as contained herein.

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

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

ARTICLE II SCOPE OF WORK

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

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

C. Owner-operated equipment shall in no way be used to circumvent the intention and provisions of this Agreement. The terms and conditions of this Agreement shall be applicable to owner-operated equipment to the extent only of any work defined in Article I and this Agreement shall in no way be interpreted so as to apply to any other operations of an owner-operator. Owner-operators shall be or shall become members of the Union.

D. The work coming under the jurisdiction of the Union and covered by the terms of this Agreement includes all employees of, the Employer engaged in the classifications listed in the Appendices attached hereto and includes transportation of men, materials, parts, equipment and machinery and warehousing.

E. Where material and equipment is supplied by hauling to the site for any work defined in Article I such hauling shall be done in accordance with this Agreement.

F. This Agreement shall not be construed to include the employees or agents of third parties engaged in the supply or delivery of materials, parts, tools, or supplies to the work covered by this Agreement other than the employees of sub-contractors so engaged.

G. Where the Employer is responsible for and has control over the transportation of materials or equipment such work shall be performed in accordance with this Agreement and Schedule D attached hereto.

H. All hauling of pipe and stockpiling from the railhead, dockside, mill, owner's permanent yard or yards, or a coating mill, to be used for any work defined in Article I shall be performed under and in accordance with the terms and conditions of this Agreement and Schedule D attached hereto.

I. Where, during the term of this Agreement, industry development or practice results in a requirement for classifications or special conditions within the jurisdiction of the Union not provided for in Article VII, 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 E. Any hourly wage rate established shall become effective on the date upon which notice is given to commence negotiations.

J. Inconnectionwith any job and at any time whatsoever, either prior to, during, or following completion of such job, if any individual Employer pays in excess of the wages or conditions of employment provided for in the Pipeline Agreement for Canada

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

Notwithstanding the above, it is hereby recognized that in the case of drilling and blasting or timber felling there is an historical precedent to make incentive payments to employees based on production and it is therefore agreed that any individual Employer or Sub-contractor performing drilling or blasting operations or timber felling operations shall have the right, in his absolute discretion, to make incentive payments based on production and any such payments made shall not create an obligation on or give any right to any other individual employer to make similar payments. The manner in which such incentive payment is to be made shall be declared by the Employer or Sub-contractor at the Pre-job Conference.

Refer to PG 36

K. 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.

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

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

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

ARTICLE III RECOGNITION AND SECURITY

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

B. The Employer shall have the right to discharge men for just cause. The Employer shall provide a termination slip within forty-eight (48) hours which shall state the reasons for discharge or lay-off occurring prior to job completion and whether the employee is eligible for rehire.

C. As a condition of employment the Employer shall deduct normal monthly dues and approved working dues from each employee which shall be remitted, together with a list of those employees from whom deductions have been made, by the Employer each month to the Local Union.

D. 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.

E. The Employer, upon receipt of written notice and reasons from the Union, shall discharge forthwith any employee who, as determined by the Union in its sole discretion, ceases to be a member in good standing of the Union.

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F. Upon presentation of proper authorization forms executed by the individual employees, the Employer shall deduct from the wages of such individual employees Union initiation fees, dues and assessments and shall, once each month, pay ~~over~~ to the representative designated by the Union the amount ~~so~~ deducted by the fifteenth (15th) of the following month.

G. The Union shall select one ~~of~~ its Members 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 that 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 loop line construction or extended projects, crews are working out of separate warehouses or marshalling points the Union shall have the right to appoint an additional Steward ~~for~~ and during the continuation of operations out of each separate warehouse or marshalling point. There shall be no non-working Steward ~~or~~ Stewards.

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H. The Job Steward shall be one of the first hired and shall be the last employee laid off in his classification provided he is competent to perform the work to be completed. The Local Union shall be notified prior to the termination of any Steward. On Mainline pipeline jobs, the Job Steward shall be paid for the same number of hours worked by the clearing, grade, ditch, wrapping, lowering-in, tie-in, or cleanup crew, whichever is greater. It is intended that the Job Steward shall, wherever possible, at the Employer's option, actually work the number of hours for which he is paid. These provisions do not apply to any additional Job Stewards selected to perform the work of the Union on remote segments of a mainline pipeline construction job.

I. The Business Representative of the Local Union shall have access to any job ~~or~~ work area at any time, providing notice is given to the available Employer's representative on the jobsite or work area.

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

K. 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.

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

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

ARTICLE IV JOB NOTIFICATION AND ENFORCEMENT

A. The Employer shall forward a job notification to the appropriate International Union Representative designated by the Union for the area involved and a copy for the Local Union(s) which appears to have jurisdiction, immediately upon his knowledge of all work to be done by the Employer and/or sub-contractors under the terms and conditions of this Agreement. The job notification form to be used is attached to this Agreement as Addendum A.

B. The Employer and the Union shall hold a Pre-job Conference before the start of the job and the Local Union's representative at such conference shall be authorized by the Union to represent the Union for the entire area covered by the job. The purpose of the Pre-job Conference shall be to define those matters outlined in the Pre-job Conference Report which is attached to this Agreement as Addendum B, but not including the changing nor any interpretation of any of its clauses; it being agreed that any interpretation of this Agreement shall be made between the prime parties hereto so that proper application thereof may be made on the job. This shall also include the moving-in and moving-out of all material and equipment.

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

ARTICLE V HIRING PROCEDURE

A. With the exception of those regular employees of the Employer who are members in good standing of the Union, as identified at the Pre-job Conference and cleared by the Local Union for work within the Jurisdictional Boundary of that Local Union, the Employer shall hire all employees through the Local Union dispatch office. In all cases the Local Union dispatch office will be given forty-eight (48) hours Monday through Friday to complete the dispatch and all employees must be in possession of a Union referral slip prior to his commencement of work which includes equipment move out.

B. The Employer shall hire the required employees from among the qualified members of the Local Union. Where the Local Union has dispatch procedures established such employees shall be provided with a dispatch slip by the Local Union office. All members supplied by the Local Union shall be qualified to perform the work for which they have been requested, otherwise such member shall not be dispatched unless acceptable to the Employer.

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

D. When qualified members of the Local Union are not available, employees may be hired elsewhere, subject to Article III D

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

ARTICLE VI WORKING RULES

A. The Employer shall be the sole judge as to the number of employees required provided that a sufficient number of employees is employed to cover the work coming within the established jurisdiction of the Union.

B. There shall be no inequitable minimum or maximum amount ~~of~~ work within the jurisdiction of the Union which an employee may be required to perform during the working day, and if it is required that an employee be moved from one piece of equipment to another, the first piece of equipment shall not be operated by any person other than a member of the Union. There shall be **no** restriction imposed against the use of any type of machinery, tools or labour saving devices, it being the intention of the parties that there be **no** abuse of this provision by either party.

C. Each employee shall be advised of the specific foreman, as designated by the Employer in his discretion, to whom he is assigned and responsible and from whom he **shall** take his instructions, and he may be discharged in accordance with the terms and conditions of this Agreement only by said foreman or job superintendent **or** assistant superintendent.

D. An employee shall be clearly advised of any reassignment to another foreman, which the Employer, in his discretion, may determine.

E. An employee may be changed from the classification for which he was hired to another within the jurisdiction of the Union if such change is acceptable to and acknowledged in writing by the employee, and the Local Union shall be notified.

Where an employee works in a higher hourly wage classification for four (4) hours or less he shall be paid the higher rate for a minimum of four (4) hours, if he works more than four (4) hours he shall be paid the higher rate for his entire shift.

F. During emergencies, any employee of the Employer may be assigned to any work. No employee's hourly rate shall be lowered under this provision, and in the event an employee is assigned to work calling for a higher rate of pay, he shall receive such higher rate for the full shift.

G. 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 lay-off 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.

H. 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.

I. 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.

J. The parties hereto shall comply with any governmental occupational health and safety regulations applicable to the work. Any refusal by the employee to ~~work~~ in contravention of such regulations ~~or~~ without adequate rest (up to eight [8] hours of any twenty-four [24] hour period) shall not be deemed to be a breach of this Agreement and shall not be a reason for discharge.

K. After due warning, any refusal by an employee to abide by any applicable regulation of a governmental body having jurisdiction shall be cause for discharge.

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L. The Employer shall not require any employee to operate unsafe ~~or~~ improperly loaded equipment and an employee may refuse, for valid reasons, to operate such equipment until defects have been remedied.

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M. 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 Union of Operating Engineers; ~~or~~ the Laborers International Union of North America, depending upon the nature of the inspection, shall be made freely available by the Employer to accompany any authorized Workers' Compensation Board representative on project inspection.

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

O. Where the nature and location of the ~~work~~, as determined at the Pre-job Conference, are such as to require special clothing for protection from adverse weather elements and such clothing is not normally in the possession of the employee, the Employer shall provide ~~or~~, at his option, reimburse the cost of such clothing. In the event that any employee does not return the foregoing items supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee.

P. 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.

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

R. 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 seven hundred and fifty dollars (\$750.00) provided an inventory of such personal effects is filed with the Employer.

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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. Contributions shall be recorded on a remittance form and submitted 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.

C. 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.

D. All Employer contributions due and payable, except industry promotion funds, shall be deemed and are considered to be Trust Funds and such contributions shall not constitute wages or benefits due to an employee and industry promotion funds are deemed to be dues for services rendered by the Association.

E. The Board of Trustees of the respective Trust Funds shall have authority to promulgate such agreements, plans and/or rules as may be necessary or desirable for the efficient and successful

operation and administration of the said Trust Funds, including provisions for audit, security, surety and/or penalty to the extent that such may be necessary for the protection of the beneficiaries of such Trust Funds.

F. Any and all agreements, plans or decrees established by the Boards of Trustees of the respective Trust Funds 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.

G. The Business Representative of the Local Union may inspect, during regular business hours, the Company's record of time worked by employees and contributions to the plan.

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.

I. Any training fund which may be established in Teamsters provincial construction agreements will be acknowledged and included in this Agreement but contributions to such funds will be for work bid after notification to the Association by the Union of such established fund.

ARTICLE IX OVERTIME AND HOLIDAY PAY

A. The work week shall begin Monday and shall end Sunday. All hours worked by an employee in excess of eight (8) hours per shift 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, 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 shall 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.

a **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 percentages provided for herein, payment shall be made in accordance with such orders or regulations. On each pay cheque or at termination of employment, whichever first occurs, the employee will receive vacation pay and statutory holiday pay.

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ARTICLE X WAREHOUSE AND TRAVEL

e **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.

e **C.** The prime contractor shall designate warehouses and/or marshalling points in a city, town or community where living accommodations are available or at locations agreed to at a Pre-job Conference. The Employer shall make suitable and prompt transportation available from the warehouse or marshalling point to the worksite and return. Such transportation shall be operated in compliance with the appropriate governmental occupational health and safety regulations.

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

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

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

F. On Mainline pipeline jobs, the time of the men shall start when the men leave the warehouse or marshalling point for the jobsite and shall end when the men return to the warehouse or marshalling point; however, the lunch period shall be excluded.

On any day that a helicopter is used by the Employer to transport employees to and from their place of work on the jobsite, or from the warehouse of the Employer, each employee so transported shall receive one (1) hours pay at straight time rate for that day. This hour is in addition to his regular pay for that day.

The Employer shall ensure that each employee required to travel by helicopter will be covered by a minimum of one hundred thousand (\$100,000) accidental death insurance.

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

1. After fifteen (15) scheduled working days on the job, or at job completion, whichever first occurs, thirty-five cents (\$0.35) per highway kilometer via the shortest route from the city where he was hired to the point of commencement of employment, less the cost of any transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer, Waiting Time days shall be included in computing the fifteen (15) days.
2. After twenty-one (21) scheduled working days on the job if he is performing his work satisfactorily and is terminated by the Employer or is terminated through circumstances beyond the control of the Employer or himself, or at job completion, whichever is later, return travel expense at thirty-five cents

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(\$0.35) per highway kilometer via the shortest route from point of termination of employment to city of hire, less any remaining unrecovered cost of transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer.

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 on a continuous line.
4. The Employer will ensure that an employee is not deprived of personal transportation as a result of that employee being required by the Employer to move any equipment from one marshalling point and/or yard to another marshalling point and/or yard.

ARTICLE XI REPORTING AND CALL BACK TIME

A. Reporting time shall be paid as follows: 46.5

- 5 hrs
1. Five (5) hours pay at the applicable rate for that day to any employee who reports for work and performs work of not more than four (4) hours duration 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 at the applicable rate for that day to any employee who performs work of more than four (4) hours but less than eight (8) 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. Four (4) hours or the number of hours actually worked, whichever is the greater, at the applicable rate for that day to any employee who, having completed his work that day or having qualified for reporting time as above, has been released for the day and is then called back to work by the Employer.
- 4 hrs
- 4.8 hr

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

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

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

ARTICLE XII WAITING TIME

On Mainline pipeline jobs, all 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:

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

G. If **no** work is performed on a holiday designated in this Agreement, waiting time shall be paid. However, if such holiday falls **on** the seventh (7th) day of a regularly scheduled six (6) day 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 Paragraphs 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
WORK STOPPAGES, SECONDARY BOYCOTTS,
AND JURISDICTIONAL DISPUTES**

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

B. In the event of a jurisdictional dispute, such dispute shall be settled without permitting same to interfere with the progress or prosecution of work in the following manner.

C. The Employer shall assign the work in accordance with the current decisions or agreement of record between the disputing unions.

D. If no decisions or agreements of record exist, the Employer shall make an assignment of the work and the dispute will be settled, if possible, on a local level by the unions involved.

E. If the dispute cannot be settled on a local level, it shall be referred to the International Unions involved for settlement. If the International Unions are unable to resolve the dispute, then the matter shall be referred to their International Union Committees.

F. There shall be no stoppage of work or slowdown arising from any jurisdictional dispute, and disputed work will proceed as originally assigned until the dispute is settled.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Any dispute between the Employer and a Local Union relating to the interpretation, application or administration of this Agreement or any violation thereof shall be resolved without stoppage of work in the following manner:

A. The Job Steward shall attempt to resolve the dispute on the job with the employee and the supervisor.

B. If the dispute 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 Secretary of the Local Union and the authorized representative of the Employer within sixty (60) days of occurrence, or in the case of alleged unjust discharge, within ten (10) days of occurrence. Failure to submit the dispute in writing within the specified time periods shall result in the matter being deemed to be waived. The foregoing time limitations shall not apply where there has been failure or refusal to remit employer contributions or deductions from employees as provided for in this Agreement.

C. If the dispute is not resolved within five (5) days of receipt of written submission, the matter shall be referred to a Pipeline Industry Grievance Panel.

D. A Pipeline Industry Grievance Panel shall be drawn within ten (10) days from among the regular and alternate members of the Canadian Pipeline Advisory Council or their designated substitutes. The Chairman of the Advisory Council shall appoint two (2) representatives of the participating Unions and the Chairman of the National Labour Relations Committee shall appoint two (2) representatives of the participating Employers to serve on the Panel.

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

The Pipeline Industry Grievance Panel shall meet and render a decision within five (5) days of appointment. A unanimous decision of the Panel shall be final and binding.

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

F. The Arbitrator shall have the right to determine whether any matter referred to him is arbitrable. He shall also have the authority to award compensation or any other relief he deems advisable to an aggrieved employee. He shall not alter, amend or

change the terms of this Agreement. Each party shall equally share the expense of the Arbitrator.

G. 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 XV
CANADIAN PIPELINE ADVISORY COUNCIL

There shall be maintained throughout the term of this Agreement a Canadian Pipeline Advisory Council consisting of one International Representative of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; one International Representative of the International Union of Operating Engineers; one International Representative of the Laborers International Union of **North** America; and one International Representative of the International Brotherhood of Teamsters 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 XVI
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 reasons of any unauthorized act by any employee of the said Employers or any Local Union or official thereof affiliated with **the** International Union unless and until such unauthorized act is brought to the attention of the International Union and a reasonable opportunity given **to** the Union to correct such act or ratify same.

ARTICLE XVII
EFFECTIVE DATE, TERMINATION, AND RENEWAL

- A. This Agreement shall become effective on the first day of May, A.D. 1991 and shall continue in full force and effect until the thirtieth day of April, A.D., 1993 or thereafter until renewed. In the absence of renewal this Agreement shall continue 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 negotiations.

IN WITNESS WHEREOF, we the undersigned hereby attach our hands and seals to this Agreement concluded at the city of Calgary, in the Province of Alberta, this 6th day of June, A.D., 1991.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

L. A. Nash, Chairman
National Labour
Relations Committee

B. L. Brown
Executive Director

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

L. LaCroix,
International Director,
Canadian Conference

Larry McDonald
Director, Construction Division
Canadian Conference

Matthew J. Elliot
International Representative

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

The Pipe Line Contractors Association of Canada represents as agent for collective bargaining with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of 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 Pipelines
Bechtel Canada Limited
Bolder Concrete Ltd.
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 & Sons, Inc.
Cushman Cartage & Float Inc.
Difcon Constructors Ltd.
Dresser Industries Inc. - Dresser Titan Div.
Eveready Industrial Services Limited
First Machinery Movers
Flint Construction (1980) Ltd.
Formac Pumping Services Limited
Geleman Enterprises Ltd.
Genstar Construction Limited
Global Air Drilling Services Ltd.
Gratton Transport Ltd.
O.E. Hamlyn Drillers Limited
Henuset Bros. Ltd.

Insta-Con Company, Ltd.
Interpro Contractors Ltd.
T. W. Johnstone Company Limited
Junior Service & Repair Ltd.
Kaps Transport Ltd.
Kleysen Transport Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Leonard Pipeline Hauling Ltd.
Long Branch Contractors Ltd.
Loram International Ltd.
Lorenco Environmental Contractors Ltd.
McCaws Drilling & Blasting Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
MHG International Ltd.
Mi-Pal Holdings Ltd.
Michetti Pipe Stringing
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 Ltd.
RPA Contracting Ltd.
Sartori & Son Company Limited
Seggow Construction & Clearing Ltd.
Sie-Mac Heavy Haulers Ltd.
Robert B. Somerville Co. Limited
Spie Construction Inc.
Spillmaster Ltd.
Square M Construction Limited

Stringtest Pipelines Inc.
Sulcon Pipeline Weights Ltd.
Supernal Welding and Consulting Ltd.
Totran Transport Ltd.
Trendway Transportation Services Inc.
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 Ltd.
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.
Continental Electric Ltd.
Conweigh Incorporated
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Cushman Cartage & Float Inc.
Dillingham Construction Ltd.
First Machinery Movers
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
Gratton Transport Ltd.
O.E. Hamlyn Drillers Limited
Insta-Con Company Ltd.
T.W. Johnstone Company Limited
Kleysen Transport Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Michetti Pipe Stringing
National Caterers Ltd.
Nor-Pipe Construction Limited
O.J. Pipelines Inc.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Sie-Mac Heavy Haulers Ltd.
Robert B. Somerville Co. Limited
Spie Construction Inc.
Spillmaster Ltd.
~~Stringtest~~ Pipelines Inc.
Supernal Welding and Consulting Ltd.
Trendway Transportation Services Inc.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.

MANITOBA. NEWFOUNDLAND. NEW BRUNSWICK.
NOVA SCOTIA. NORTHWEST TERRITORIES. PRINCE
EDWARD ISLAND. SASKATCHEWAN. AND YUKON
TERRITORY

By Appointment:

Banister Pipelines
Bolder Concrete Ltd.
Cliffside Utility Contractors Ltd.
Consamar Inc.
Continental Electric Ltd.
Conweigh Incorporated
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Cushman Cartage & Float Inc.
Dillingham Construction Ltd.
First Machinery Movers
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
Gratton Transport Ltd.
O.E. Hamlyn Drillers Limited
Insta-Con Company Ltd.
T.W. Johnstone Company Limited
Kleysen Transport Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Michetti Pipe Stringing
National Caterers Ltd.
Nor-Pipe Construction Limited
O.J. Pipelines Inc.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Fe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Sie-Mac Heavy Haulers Ltd.
Robert B. Somerville Co. Limited
Spie Construction Inc.
Spillmaster Ltd.

Stringtest Pipelines Inc.
Supernal Welding and Consulting Ltd.
Trendway Transportation Services Inc.
True Test Pipeline Services
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.
J.W. Cain Limited
Canadian Subaqueous Pipelines Ltd.
Catre Pipeline
Robert Christoph
C.S.I. Hydrostatic Testers
Cliffside Pipelayers Ltd.
Consamar Inc.
Consbee Inc.
Continental Electric Ltd.
Conweigh Incorporated
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Cushman Cartage & Float Inc.
Custom Concrete (Northern) Div. of The Sarjeant
Company Limited
Dillingham Construction Ltd.
Robert J. Fierheller
First Machinery Movers
Formac Pumping Services Limited
General pipeline Contractors Limited
Global Air Drilling Services Ltd.
Gratton Transport Ltd.
H.B. Contracting Ltd.
O.E. Hamlyn Drillers Limited
Huron Pipelines Limited
Insta-Con Company Ltd.
Inter-Provincial Construction Limited
T.W. Johnstone Company Limited
Joyce-Leonard Canada Ltd.
Kel-Gor Limited

Kleysen Transport **Ltd.**
Kordyban Transport (1980) **Ltd.**
Lackie Pipestringing **Ltd.**
Loram International **Ltd.**
McCaws Drilling & Blasting **Ltd.**
Majestic Contractors Limited
Mannix Co. **Ltd.**
Marine Pipeline Construction of Canada Limited
McDace Limited
Michetti Pipe Stringing
Milbar Hydro-Test **Ltd.**
Mortele Cove Lumley **Ltd.**
National Caterers **Ltd.**
Nicholls-Radtke & Associates Limited
Nor-Pipe Construction Limited
Northern Construction Company **Ltd.**
O.J. Pipelines Inc.
Pancana 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.**
Premier Murphy - **A** Joint Venture
Premier Pipelines Limited
H.C. Price of Canada **Ltd.**
ROK Pipeline Inc.
RPA Contracting **Ltd.**
Sartori & Son Company Limited
Sie-Mac Heavy Haulers **Ltd.**
Sombra Welding Limited
Robert B. Somerville Co. Limited
Spie Construction **Inc.**
Spillmaster **Ltd.**
Stringtest Pipelines Inc.
Superior Pipeline Contractors **Ltd.**
Supernal Welding and Consulting **Ltd.**
Trendway Transportation Services Inc.
True Test Pipeline Services
Universal Pipe Line Enterprises **Ltd.**
John Vail Pipeline Contractors
Wayneo **Ltd.**
L.M. Welter **Ltd.**
Wiley Oilfield Hauling **Ltd.**



**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
OF AMERICA**

WM. J. McCARTHY, General President
25 Louisiana Ave. N.W., Washington, D.C. 20001
(202) 624-6800

LOUIS LACROIX, International Director
Canadian Conference of Teamsters
404, 8000 Langelier Blvd., St. Leonard, Quebec H1P 3K2
(514) 328-8926 Fax: (514) 328-1485

SENATOR EDWARD M. LAWSON, International Vice President
20512 Fraser Hwy., Langley, B.C. V3A 4G2
(604) 533-8601 Fax: (604) 533-9341

LARRY M. McDONALD, Director, Construction Division
204, 17704 - 103 Avenue, Edmonton, Alberta T5S 1J9
(403) 483-6768/483-6769 Fax: (403) 486-4610

MATTHEW J. ELLIOTT, International Representative
1194 Matheson Blvd., Mississauga, Ontario L4W 1Y2
(416) 629-4144 Fax: (416) 629-9034

CANADIAN CONFERENCE OF TEAMSTERS

WESTERN REGION

British Columbia, Alberta, Saskatchewan,
Yukon Territory and Northwest Territories

PETER MOSLINGER
Assistant to the Canadian Director
490 E. Broadway, Vancouver, B.C. V5T 1X3
(604) 872-0151 Fax: (604) 872-4803

REGIONAL LOCALS

Local 213 - British Columbia & Yukon Territory
ED MacINTOSH, Secretary-Treasurer
490 East Broadway, Vancouver, B.C. V5T 1X3
(604) 872-0151 Fax: (604) 872-8604

Local 362 - Alberta

ROY FINLEY, Secretary-Treasurer
1200A - 58 Avenue S.E., Calgary, Alberta T2H 2C9
(403) 259-4608 Fax: (403) 255-9616

Local 395 - Saskatchewan

RAY GERGELY, Secretary-Treasurer
#7 - 1408 Ottawa St., Regina, Sask. S4R 1P5
(306) 569-9259 Fax: (306) 352-5499

EASTERN REGION

Manitoba, Ontario, Quebec, New Brunswick,
Nova Scotia, Prince Edward Island, Newfoundland

CHARLES THIBAUT

Assistant to the Canadian Director
1194 Matheson Blvd., Mississauga, Ont. L4W 1Y2
(416) 624-0240 Fax: (416) 624-3646

REGIONAL LOCALS**Local 91 - Ottawa**

ANDRE PAPINEAU, President
220 - 1725 St. Laurent Blvd., Ottawa, Ont. K1G 3V4
(613) 523-4804 Fax: (613) 523-7111

Local 141 - London

RAY A. ELLIOTT, President
426 Third Street, London, Ontario N5W 4W6
(519) 455-5180 Fax: (519) 455-4668

Local 230 - Toronto

B. LOUGHLIN, Secretary-Treasurer
1262 Don Mills Rd., Don Mills, Ont. M3B 2W7
(416) 447-7207

Local 879 - Hamilton

JOSEPH P. CONTARDI, President
412 Rennie Street, Hamilton, Ontario L8H 3P5
(416) 547-3231 Fax: (416) 545-4633

Local 880 - Windsor

TOM BALDWIN, President
6566 Hawthorne Cres., Windsor, Ontario N8T 1J9
(519) 944-9880 Fax: (519) 944-5735

Local 979 - Winnipeg

ED HAWRYSH, Secretary-Treasurer

1680 Dublin Ave., B1, Winnipeg, Manitoba R3H 1A8

(204) 694-9798

Fax: (204) 633-2554

Local 990 - Thunder Bay

JOHN MERKLEY, Secretary-Treasurer

264 Bay Street, Thunder Bay "P", Ontario P7B 1R5

(807) 344-5082

Fax: (807) 345-6090

Local 927 - Nova Scotia and New Brunswick

HARVEY EDWARDS, President

3432 Dutch Village Rd., Halifax, N.S. B3N 2R8

(902) 445-5301

Fax: (902) 445-5303

Local 855 - Newfoundland

CORNELIUS MORAN, President

P.O. Box 1472, St. John's Nfld. A1C 5N8

(709) 726-9981

Fax: (709) 726-1940

SCHEDULE C

MEMORANDUM OF AGREEMENT made this 20th day of June, A.D. 1991.

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA
OF THE FIRST PART
AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS OF
AMERICA
OF THE SECOND PART

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

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

NOW THEREFORE the Parties agree to the following amendments to apply on mainline pipeline work in all areas of Canada except Ontario, British Columbia and Yukon Territory bid subsequent to May 1, 1991 and prior to March 31, 1993, however, on those jobs bid prior to March 31, 1993, the conditions of this addendum will apply no later than June 30, 1993.

ARTICLE II
SCOPE OF WORK

J. To be deleted.

34 / 4000
ARTICLE IX
OVERTIME AND HOLIDAY PAY

A. All hours worked by an employee in excess of eight (8) hours per shift and in excess of forty (40) straight time hours per week shall be paid for at the rate of time and one-half the straight time rate. All hours worked by an employee in excess of twelve (12) hours per shift and all hours worked on Sunday and Statutory Holidays shall be paid for at the rate of double the straight time rate.

37 d.c.
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37 B
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ARTICLE X
WAREHOUSE AND TRAVEL

F. The time of the employees shall ~~start~~ when the employees 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 and the time spent travelling up to one hour at the end of the shift shall be paid at the applicable straight time rate.

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

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

L. A. Nash, Chairman
National Labour
Relations Committee

B. L. Brown
Executive Director

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

L. LaCroix,
International Director,
Canadian Conference

Larry McDonald
Director, Construction Division
Canadian Conference

Matthew J. Elliot
International Representative

SCHEDULE D

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

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA

OF THE FIRST PART

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS OF
AMERICA

OF THE SECOND PART

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

AND **WHEREAS** the Parties have a mutual goal in creating additional work within the pipeline construction industry;

NOW THEREFORE the Parties agree that the following amendments will apply to Employers signatory to the Teamsters Mainline Pipeline Agreement for Canada for the hauling of equipment, materials and pipe:

SCOPE OF WORK

1. OWNER-OPERATORS

If an owner-operator is engaged, as mutually agreed to by the Local Union and the Employer, then such owner-operator shall obtain a clearance from the Local Union prior to commencement of work and shall be deemed to be an employee and shall be paid all applicable rates and conditions accordingly.

2. PIPE AND MATERIALS HAULING

The hauling of pipe and materials over seven hundred (700) kilometers to stockpile, nearest rail siding, or destination agreed upon by the Parties may be performed using the distance rates listed below. Hauling of pipe and materials less than seven hundred (700)

kilometers anywhere in Canada shall be performed using the hourly rates listed in the Appendices.

3. EQUIPMENT HAULING

The hauling of equipment over seven hundred (700) kilometers into, **out** of, or ~~within~~ any area of Canada, except British Columbia, may be performed using the distance rates listed below. The hauling of equipment into, out of, ~~or~~ within British Columbia and the hauling of equipment less than seven hundred (700) kilometers anywhere in Canada shall be performed using the hourly rates listed in the Appendices.

WAGE RATES

The following rates are applicable to work covered by this Memorandum of Agreement:

1. DISTANCE RATES

Lowbed and semi-trailer	-	\$0.25 per kilometer
Pilot car	-	\$0.20 per kilometer

2. STANDBY RATES

Loading, unloading, fueling, breakdown and standby time shall be paid as follows:

Lowbed and semi-trailer	-	\$17.00 per hour
Pilot car	-	\$13.60 per hour

EMPLOYER CONTRIBUTIONS

Contributions to those Funds payable by the Employer, as identified in the Appendices to this Agreement, shall be paid at the equivalent **of** ten (10) **hours** per day for each day for which wages are paid.

Supplementary dues payable by the employee shall be deducted at the equivalent of ten (10) hours per day for each day the employee receives wages.

SCHEDULE E

**DUMP TRUCK HAUL RATES
FOR DUAL REAR AXLE TRUCKS**

The following rates shall apply to owner-operated dual rear axle dump trucks:

	May 1/91	May 1/92
Prairie Provinces	\$50.00	\$53.00
Southwestern Ontario:		
Lambton County (Sarnia)	\$55.00	\$58.00
Remainder of area	\$50.00	\$53.00
Northwestern Ontario (including that portion of Local 230 north and west of 48°N and 81°W)	\$60.00	\$63.00
Eastern Ontario:		
Local 91 area	\$60.00	\$63.00
Remainder of area	\$55.00	\$58.00

The above rates are all-inclusive.

The Local Union having jurisdiction shall provide the Employer with a list from which the Employer may select the required owner-operators.

Effective on the date of ratification, an owner-operator dump truck driver shall receive one (1) hour's pay at the applicable rate for any day he reports for work and no work is provided unless the Employer has notified him not to report for work prior to his departure for the jobsite.

Note: Where extraordinary conditions prevail, these conditions may be addressed at the Pre-job Conference.

APPENDIX 1

**TEAMSTERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
BRITISH COLUMBIA AND YUKON TERRITORY**

A. WAGE RATES AND CLASSIFICATIONS

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

	May 1/91	May 1/92
Lowbed driver; bed tandem driver; concrete transit mix driver (contractor owned); magnum driver; warehouseman Class I	\$28.25	\$30.09
Semi-trailer driver (including fuel, water, deck); pipe and pole trailer truck driver (hauling and stringing); tree farmer; "A" frame hiab Swedish-type cranes over 80,000 GVW and similar equipment (transportation); belly dump truck driver	\$28.10	\$29.94
Bombardier driver; nodwell driver; track truck driver (transportation); hovercraft	\$27.72	\$29.56
"A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards	\$27.35	\$28.74
Fuel truck driver (2000 gallons and over ex semi-trailer)	\$27.20	\$28.59
Fuel truck driver (under 2000 gallons); vacuum truck	\$26.78	\$28.17
Flat deck truck driver (5 tons & over); dump truck 8 yards - less than 12 yards	\$26.83	\$28.22
Flat deck truck driver (5 tons & over with winch)	\$26.93	\$28.32
Warehouseman Class II	\$26.98	\$28.37
Flat deck truck driver (under 5 tons); farm type tractor (transportation, material handling); dump truck less than 8 yards; propane truck; preheat truck	\$26.04	\$27.28

Flat deck truck driver (under 5 tons with winch); bus, manhaul, crew cab, water taxi driver (requires passenger carrying license)	\$26.14	\$27.38
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Forklifts & cranemobiles, etc. (in ware- house area)	\$26.09	\$27.33
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Pickups (except when used by supervisory personnel, office staff, field engineering crews and maintenance crews); pilot car or truck (where legally required); fuel truck driver's helper	\$25.99	\$27.23
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Foreman (Hauling & Stringing) - Seventy-five cents (\$0.75) per hour above the highest classification supervised.

Job Steward - Fifty cents (\$0.50) per hour above the rate for his classification.

Dynamite Truck - Twenty-five cents (\$0.25) per hour above the rate of truck when hauling powder.

Dump Truck rates based on measured capacity of dump hut including side boards if used. For 24 yards and over add ten cents (\$0.10) for each additional 12 yards capacity.

Supply Truck/Parts Chaser to be paid at the rate applicable to the classification of equipment assigned.

Fuel Truck Drivers shall receive an allowance for coveralls of five cents (\$0.05) for each hour of work performed payable at July 1st, December 1st or at termination of employment whichever first occurs.

The first Warehouseman hired shall be a Warehouseman Class I and any additional Warehousemen may be Warehousemen Class II.

B. 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:

1. Health and Welfare Fund:
 - May 1, 1991 - \$1.67 per hour
 - May 1, 1992 - \$1.75 per hour
2. Training Fund:
 - May 1, 1991 \$0.30 per hour
3. Pension Fund:
 - May 1, 1991 - \$2.33 per hour
 - May 1, 1992 - \$2.73 per hour
4. Teamsters Advancement Fund:
 - May 1, 1991 - \$0.20 per hour
5. Pipeline Industry Promotion Fund:
 - May 1, 1991 - \$0.11 per hour

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

C. SPECIAL CONDITIONS

Those special conditions which supplement the provisions of this Agreement for work within the Province of British Columbia and the Yukon Territory are as follows:

1. HIRING

With the exception ~~of~~ those regular employees of the Employer who are members in **good** standing of the Union, as identified at the Pre-job Conference and cleared by the Local Union for work in B.C., the Employer shall hire all employees through the Local Union dispatch office. In all cases the Local Union dispatch office shall be given **forty-eight (48)** hours between Monday and Friday, to complete a dispatch to a point mutually agreed to.

If an Owner-Operator is engaged, as mutually agreed to by the signatory parties, then such Owner-Operator shall obtain a clearance from the Local Union dispatch office prior to commencement of **work** and he shall be deemed to be an employee and he shall be paid all applicable rates and conditions accordingly.

2. **FOREMEN**

With respect to pipe hauling and pipestringing, if the Employer works four **(4)** or more pieces of equipment within the jurisdiction of the Union, a Teamsters Foreman shall be appointed.

3. **WAREHOUSE AND TRAVEL**

On all work where the marshalling point is established north of **56** degrees **31** minutes latitude the Employer will provide **room** and board unless otherwise agreed at a Pre-job Conference.

4. **OPERATION OF EQUIPMENT**

An employee will not be required to operate more than one piece of equipment during any one working day.

5. **HAULING**

Where material and equipment is supplied by hauling to the site for any work defined in Article I such hauling shall be **done** in accordance with this Agreement or an agreement that shall be acceptable to the Employer and the signatory Union prior to commencement of the project or during the Pre-job Conference and such agreement shall be in writing and agreed to by the parties signatory to this Agreement.

D. **TEAMSTERS PIPELINE SERVICE FUND:**

The Employer shall deduct from each employee covered by this Agreement ten cents (\$0.10) for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund.

**TEAMSTERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
PRAIRIE PROVINCES. NORTHWEST TERRITORIES.
~~NEW-BRUNSWICK~~, NEWFOUNDLAND, NOVA SCOTIA
& PRINCE EDWARD ISLAND**

A. WAGE RATES AND CLASSIFICATIONS

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

	May 1/91	May 1/92
Lowbed driver	\$27.33	\$29.37
Bed tandem driver; concrete transit-mix driver (contractor owned); magnum driver; warehouseman Class I	\$26.50	\$28.54
Semi-trailer driver (including fuel, water, deck); pipe and pole trailer truck driver (hauling and stringing); tree fanner; "A" frame hiab Swedish-type cranes over 80,000 GVW and similar equipment (transportation); belly dump truck driver; hovercraft driver	\$26.12	\$28.16
Bombardier driver; nodwell driver; track truck driver (transportation)	\$25.55	\$27.14
"A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards	\$25.50	\$27.09
Fuel truck driver (2000 gallons and over ex semi-trailer)	\$24.93	\$26.52
Fuel truck driver (under 2000 gallons); vacuum truck; flat deck truck driver (5 tons & over); dump truck 8 yards - less than 12 yards; warehouseman Class II	\$24.88	\$26.47
Flat deck truck driver (5 tons & over <i>with</i> winch)	\$24.98	\$26.57

Flat deck truck driver (under 5 tons); farm type tractor (transportation, material handling); dump truck less than 8 yards; propane truck; preheat truck \$24.07 \$25.53

Flat deck truck driver (under 5 tons with winch); bus, manhaul, crew cab driver (requires passenger carrying license) \$24.17 \$25.63

Forklifts and cranemobiles, etc. (in warehouse area) \$24.12 \$25.58

Pickups (except when used by supervisory personnel, office staff, field engineering crews and maintenance crews); pilot car or truck (where legally required); fuel truck driver's helper \$23.62 \$25.08

Job Steward - Fifty cents (\$0.50) per hour above the rate for his classification.

Dynamite Truck - Twenty-five cents (\$0.25) per hour above rate of truck when hauling powder.

Dump Truck rates based on measured capacity of dump but including side boards if used. For 24 yards and over add ten cents (\$0.10) for each additional 12 yards capacity.

Supply Truck/Parts Chaser to be paid at the rate applicable to the classification of equipment assigned.

Fuel Truck Drivers shall receive an allowance for coveralls of five cents (\$0.05) for each hour of work performed payable at July 1st, December 1st or at termination of employment whichever first occurs.

The first Warehouseman hired shall be a Warehouseman Class I and any additional Warehousemen may be Warehousemen Class II.

B. 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:

1. Health and Welfare Fund:

(a) Alberta, Northwest Territories, Saskatchewan, and Manitoba:

May 1, 1991	-	\$1.15 per hour
Jan.1, 1992	-	\$1.20 per hour
Jan.1, 1993	-	\$1.25 per hour

(b) Atlantic Provinces:

May 1, 1991	-	\$0.35 per hour
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2. Pension Trust Fund:

May 1, 1991	-	\$1.40 per hour
Jan.1, 1992	-	\$1.60 per hour
Jan.1, 1993	-	\$1.80 per hour

3. Training Fund:

May 1, 1991	-	<u>\$0.10 per hour</u>
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4. Pipeline Industry Promotion Fund:

May 1, 1991	-	\$0.11 per hour
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The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

C. TEAMSTERS PIPELINE SERVICE FUND:

The Employer shall deduct from **each employee** covered by this Agreement ten cents (\$0.10) for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund.

D. In the event 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, and elects to participate in the Health & Welfare and/or Pension Plans, the Employer shall make the prescribed contributions on his behalf. Such election shall be signed by the member and filed with the Employer and the Plan Administrator.

E. An Owner-Operator is defined as a person who owns and operates his own truck. An Owner-Operator shall be cleared by the Local Union prior to the commencement of his work.

**TEAMSTERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
ONTARIO**

A. WAGE RATES AND CLASSIFICATIONS

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

May 1/91 May 1/92

Lowbed driver **\$28.68** **\$30.45**

Bed tandem driver; concrete transit-mix driver (contractor owned); magnum driver; warehouseman Class I **\$27.86** **\$29.63**

Semi-trailer driver (including fuel, water, deck); pipe and pole trailer truck driver (hauling and stringing); tree farmer; "A" frame hiab Swedish-type cranes over 80,000 GVW and similar equipment (transportation); belly dump truck driver; hovercraft driver **\$27.47** **\$29.24**

Bombardier driver; nodwell driver; track truck driver (transportation) **\$26.91** **\$28.23**

"A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards **\$26.85** **\$28.17**

Fuel truck driver (2000 gallons and over ex semi-trailer) **\$26.29** **\$27.61**

Fuel truck driver (under 2000 gallons); vacuum truck; flat deck truck driver (5 tons & over); dump truck 8 yards - less than 12 yards; warehouseman Class II **\$26.24** **\$27.56**

Flat deck truck driver (5 tons & over with winch) **\$26.34** **\$27.66**

Flat deck truck driver (under 5 tons); farm type tractor (transportation, material handling); dump truck less than 8 yards; propane truck; preheat truck **\$25.43** **\$26.62**

Flat deck truck driver (under 5 tons with winch);
bus, manhaul, crew cab driver (requires
passenger carrying license) \$25.53 \$26.72

Forklifts and cranemobiles, etc. (in warehouse
area) \$25.49 \$26.68

Pickups (except when used by supervisory
personnel, office staff, field engineering
crews and maintenance crews); pilot car or
truck (where legally required); fuel truck
driver's helper \$24.99 \$26.18

Job Steward - Fifty cents (\$0.50) per hour above the rate for his
classification.

Dynamite Truck - Twenty-five cents (\$0.25) per hour above rate
of truck when hauling powder.

Dump Truck **rates** based on measured capacity **of** dump but
including side boards if used. For 24 yards and over add ten cents
(\$0.10) for each additional 12 yards capacity.

Supply Truck/Parts Chaser **to** be paid at the rate applicable to the
classification of equipment assigned.

Fuel Truck Drivers shall receive an allowance for coveralls **of** five
cents (\$0.05) **for** each hour of work performed payable at **July 1st**,
December 1st or at termination **of** employment whichever first
occurs.

The first Warehouseman hired shall be a Warehouseman Class I
and any additional Warehousemen may be Warehousemen Class II.

B. 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:

1. **Health and Welfare Fund:** *Not*
- | | | |
|-------------|---|-----------------|
| May 1, 1991 | - | \$1.45 per hour |
| May 1, 1991 | - | \$1.70 per hour |
2. **Pension Trust Fund:**
- | | | |
|--------------|---|-----------------|
| May 1, 1991 | - | \$1.40 per hour |
| Jan. 1, 1992 | - | \$1.60 per hour |
| Jan. 1, 1993 | - | \$1.80 per hour |

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- 3. Training Fund:
 - May 1, 1991 - \$0.15 per hour
 - May 1, 1992 - \$0.25 per hour

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- 4. Pipeline Industry Promotion Fund:
 - May 1, 1991 - \$0.11 per hour
 The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

C. TEAMSTERS PIPELINE SERVICE FUND:
 The Employer shall deduct from each employee covered by this Agreement ten cents (**\$0.10**) for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund.

D. In the event 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, and elects to participate in the Health & Welfare and/or Pension Plans, the Employer shall make the prescribed contributions on his behalf. Such election shall be signed by the member and filed with the Employer and the Plan Administrator.

E. An Owner-Operator is defined as a person who owns and operates his own truck. An Owner-Operator shall be cleared by the Local Union prior to the commencement of his work.

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ADDENDA

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA



PRE-JOB CONFERENCE REPORT

A Pre-Job Conference was held at _____ on _____ at _____
 between _____ and _____
 Present at meeting **FOR EMPLOYER** _____ **FOR UNION** _____

The performance of work described as _____
 will start on _____ at _____ and complete on _____ at _____

Special Work: _____
 Workhouse or Storing Location: _____ Telephone _____ Telex _____
 Subcontractors: _____

Work Week: _____ to _____, _____ to _____, _____ to _____
 Regular Pay Day: _____ Working Period: _____ to _____

CRS#	Classification	No.	Classification	No.	Classification	No.

Hiring Practices: _____

Qualification Test: _____
 Union Exam: _____ /Month, _____ /Week, _____ /Year, Other: _____

Employer Contributions for all work per Agreement: _____

Employer and Subcontractor Representatives:		Union Representatives:	
Superintendent: _____	Inspector: _____	Inspector: _____	Local Union: _____
Assistant Supt./M: _____	Local Union: _____	Job Steward: _____	Local Union: _____
Office Manager: _____	Chairman: _____	Local Union Telephone No.: _____	Local Union Telex No.: _____
Foreman: _____	Local Union Telephone No.: _____	Local Union Telex No.: _____	

Remarks: _____

It is understood by both the Union and the Employer that the terms and conditions of the applicable Pipeline Agreement No. _____ will prevail on this work.

Signed: _____
 Employer Representative _____ Union Representative _____

DISTRIBUTION: Three Copy for Employer, Three Copy for Representative Representatives, Full Copy for Local Union, Single Copy for Pipe Line Contractors Association of Canada.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA

JOB NOTIFICATION

TO: Pipeline Craft Union*
International Representative(s):
Local Union(s):

AND: Pipe Line Contractors Association of Canada
200 - 600 Seymour Street
Vancouver, B.C. V6B 2K6

Dear Sirs:
This is to notify you that
has been awarded a contract by
for performance of the work described as:
It is anticipated that the following trade/unions/occupations
and
approximate starting date will apply to the above
described project.
It is envisioned that the following sub-contractors will be involved on the work:
Proposed Date and Location for Pre-Job Conference:

Yours truly,
.....
.....
.....
.....

Date:
*Refer to Schedule on Pipe Line Contractors' Trade Union of Canada Labour Manual.
COMPLETE IN QUADRUPLE: First Copy for International Representative; Second Copy for Local Union;
Third Copy for Pipe Line Contractors Association of Canada; Fourth Copy for Employer's File.

CANADIAN PIPELINE
REQUIREMENTS FOR NORTHERN WORK

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

BY AND BETWEEN:

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

AND:

INTERNATIONAL BROTHERHOOD OF TEAMS-
TERS, CHAUFFEURS, WAREHOUSEMEN, AND
HELPERS OF AMERICA;

INTERNATIONAL UNION OF OPERATING
ENGINEERS

LABORERS INTERNATIONAL UNION OF NORTH
AMERICA;

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

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

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

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

1. PROTECTIVE CLOTHING

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

JACKET - Parka of quality brand,, complete with hood.
COVERALLS - Dacron 33 or similar material, fully insulated.
MITTS - Leather or similar material with two pair of wool liners.
FOOTWEAR - Insulated boots (flight or snowmobile type).
HEADGEAR - Heavy cap with ear flaps.

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

Recommended Basic Work Clothing:

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

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

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

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

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

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

2. TRANSPORTATION

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

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

respective Pipeline Agreement for Canada, where applicable.

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

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

3. EMPLOYMENT CONTINUATION INCENTIVE

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

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

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

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

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

4. WEEKLY GUARANTEE

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

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5. GENERAL

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

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

6. DURATION

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

CANADIAN PIPELINE CAMP STANDARDS

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

(B)

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION
OF CANADA [herein referred to as the
"Association"] on behalf of those employers
of employees who have appointed or who
may appoint the Association as agent for
collective bargaining, those employers on
whose behalf the Association is registered
or accredited as collective bargaining agent
and such other employers of employees as
may be or become bound by collective
agreement(s) relating to the pipeline sector
of the construction industry [herein referred
to as the "Employer"]

AND:

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

INTERNATIONAL UNION OF OPERATING
ENGINEERS;

LABORERS INTERNATIONAL UNION OF
NORTH AMERICA;

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

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

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

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

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

ACKNOWLEDGEMENT

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

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

LOCATION AND PROTECTION

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

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

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

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

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

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

SLEEPING ACCOMMODATION

1. Major Projects

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

2. Minor Projects

On those pipeline construction contracts of not more than two (2) months duration or involving camp installations for less than two hundred (200) employees, and on those contracts involving pipe sizes under 16" diameter, twenty (20) employee complexes with self-contained ablutions units shall be used wherever possible. As an alternative, eight (8) employee or ten (10) employee sleeper units may be used, in which event at least one (1) separate ablution unit containing five (5) toilets, two (2) urinals, eight (8) wash basins and four (4) shower stalls shall be provided for every five 3-employee units or four 10-employee units.

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

3. Comfort and Convenience

Each sleeping unit will be equipped with the following:

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

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

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

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

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

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

DINING AND RECREATION

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

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

200
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36
999

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

PERMANENT BUILDINGS

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

DEPORTMENT

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

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

ENFORCEMENT

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

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

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

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

DISPUTES

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

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

In the event that the sub-committee arrives at a majority decision which either party is unwilling to accept, or is unable to arrive at a decision within the prescribed time limits, the matter shall be referred to an Arbitration Board consisting of two (2) members, one to be named by the Employer and one by the Union(s). These two (2) members shall choose a third member as Chairman. If either party to the dispute fails to appoint its member or if no third member can be agreed upon within forty-eight (48) hours, then application shall be made to the appropriate governmental authority over labour matters for the appointment of a person to represent the defaulting party or a third member to act as Chairman. The Arbitration Board shall meet and render its decision within fourteen (14) days, however, this time limit may be extended by mutual consent.

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

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

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

INSTALLATION AND SERVICING

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

EFFECTIVE DATE AND RENEWAL

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

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

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

INTERNATIONAL UNION OF OPERATING
ENGINEERS:

LABORERS INTERNATIONAL UNION OF NORTH
AMERICA: ←

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

CANADIAN PIPELINE CAMP STANDARDS

APPENDIX A

QUALITY

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

REGULAR MEALS

1. Breakfast

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

2. Lunch

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

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

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

Variables: **Same** as lunch except: **Canned** fruit three times per week, ice cream twice **per** week.

4. Cold Lunches
A lunch preparation area will be **set** up when required and shall **be stocked** with a selection of four of the following assortments **of** fills daily: Cold roast **beef**, ham and cold roast pork, prepared **meats**, tongue, devilled **eggs**, fish, lettuce, **cheese** and appropriate dressings. Pickles and three of the following **assortment** of **gar-**nishes shall **be** provided daily: Celery, carrot sticks, radishes, sliced **tomatoes**, sliced cucumbers, green onions, **and** sliced boiled eggs. Cakes, **pastries** and pies; fresh fruit; tea; coffee; and milk for thermos fillings shall be provided.

5. Fresh Fruit
Fresh fruit shall **be** available in **the** dining room at meal **hours** for employees **when** leaving the dining room.

VARIETY

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

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

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

Pipe Line Contractors Association of Canada, Canada-wide *and* International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (AFL-CIO) (600 employees): A 24-month renewal agreement effective from May 1, 1991, to April 30, 1993, settled in July at the bargaining stage. Duration of negotiations - 7 months.

Wages:	Effective	May 1/91	May 1/92
	Total Package Increases	\$1.55-\$2.25	\$1.84-\$2.50
	Ontario		
	Fuel Truck Drivers's Helper		
	Hourly Rate	\$24.99 (\$23.63)	\$26. 40 ¹⁸
	Total Package	\$30.60 (\$29.05)	\$32.45*
	Lowbed Driver		
	Hourly Rate	\$28.68 (\$26.86)	\$30. 68 ⁴⁵
	Total Package	\$34.66 (\$32.61)	\$37.16*
	British Columbia		
	Fuel Truck Driver's Helper		
	Hourly Rate	\$25.99 (\$24.67)	\$27.23 ✓
	Total Package	\$33.20 (\$31.45)	\$35.04
	Lowbed Driver		
	Hourly Rate	\$28.25 (\$26.48)	\$30.09 ✓
	Total package	\$35.68 (\$33.43)	\$38.18

* The Ontario pension fund contribution of \$1.60 per hour worked contained in the total package is effective January 1, 1992. Effective January 1, 1993, the contribution increases to \$1.80 per hour worked.

Working Conditions and Employer Contributions Applicable to the province of British Columbia.

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 **35¢ (30¢)** per kilometre from **the city he was hired to the** point of commencement of employment, less **the cost** of any transportation provided by employer. ✓

After **21** working days, employee to receive a **similar** allowance of **35¢ (30¢)** per kilometre upon job termination.

Subsistence - **\$87.50 (\$85.00)** per day; November 1, 1991, **\$90**; May 1, 1992, **\$92.50**; November 1, 1992, **\$95**.

Employer
Contributions:

Pension Fund - **\$2.33 (\$2.10)** per hour worked; May 1, 1992, **\$2.73**. ✓

Health and Welfare Fund - **\$1.67 (\$1.60)** per hour worked; May 1, 1992, **\$1.75**. ✓

Training Fund - **30¢** per hour worked (unchanged). ✓

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

Teamsters Advancement Fund - **20¢** per hour worked (unchanged). ✓

Vacation and Statutory Holiday Pay - **10** per cent of **gross** earnings (unchanged).

WAGE CARD FOR AGREEMENT NO. 0272005

JURISDICTION

FED
PROV X
PSSRA

AGREEM. EFFEC. DATE: 910501
AGREEM. EXP. DATE: 930430
NO. OF EMPLOYEES: 600

SETTLEMENT DATE: 910731
WAGE EFFECTIVE DATE: 910501
WAGE REOPENER DATE:
STAGE OF SETTLEMENT: B
DIR. OF NEGOTIATION: 07

SIC: 409

COMPANY: Pipe Line Contr. Assn. of Canada (Mainline)

UNION: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and
Helpers of America

LOCATION: Canada-Wide, Multiple

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

> WAGE RATES REPRESENT "TOTAL PACKAGE" COMPENSATION.
>
>

OCCUP.: FUEL TRUCK DRIVER'S HELPER (R.C.)

HOURS WORKED: 40.00

PREV. NEG. BASE RATE: 31.450 + COLA FOLD-IN AMT: (0.000) = 31.450

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
910501	33.200	5.56	920501	35.040	5.54		0.000	0.00

WAGE INCREASES:

> TOTAL PACKAGE INCREASES - 910501-\$1.75\HOUR, 920501-\$1.84\HOUR

LUMP SUM PAMNTS: >
CHNGS. IN INCR.: >
SPEC. ADJ.: >
OTHER:
>
>

*** PREVIOUS COLA INFORMATION ***

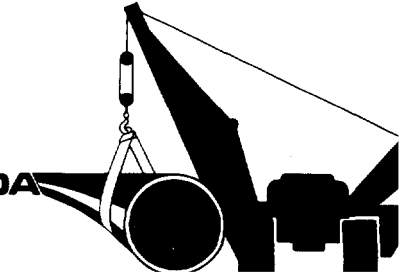
CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)
DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > < # OF CAL.: COMP. FQ.:
COLA TYPE:
>
>
TRIGGER: >
CAP: >
COMP. PER.:
>
>
FOLD-IN DTS: >
OTHER:
>
>
>

LABOUR LINE

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA



August 1, 1991

To: All Regular Members
and Accredited Contractors

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

TEAMSTERS MAINLINE PIPELINE AGREEMENT FOR CANADA

The negotiating committees of the Pipe Line Contractors Association of Canada and the International Brotherhood of Teamsters have concluded a settlement for renewal of the Teamsters Mainline Pipeline Agreement for Canada. This settlement has now been ratified by the Union in all areas and Employers should implement the following terms and conditions effective May 1, 1991, except where otherwise indicated.

ARTICLE II SCOPE OF WORK

G. Where the Employer is responsible for and has control over the transportation of materials or equipment such work shall be performed in accordance with this Agreement and Schedule D attached hereto.

H. All hauling **of** pipe and stockpiling from the railhead, dockside, mill, owner's permanent yard or yards, or a coating mill, to be used for any work defined in Article I shall be performed under and in accordance with the terms and conditions of this Agreement and Schedule D attached hereto.

ARTICLE VI WORKING RULES

E. An employee may be changed from the classification for which he was hired to another within the jurisdiction of the Union if such change is acceptable to and acknowledged in writing by the employee, and the Local Union shall be notified.

ARTICLE IX OVERTIME AND HOLIDAY PAY

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 percentages provided for herein, payment shall be made in accordance with such orders or regulations. On each paycheque or at termination of employment, whichever first occurs, the employee will receive vacation pay and statutory holiday pay.

- 1 of 10 -

ARTICLE X
WAREHOUSE AND TRAVEL

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

<u>May 1, 1991</u>	<u>\$87.50 per calendar day</u>
<u>Nov 1, 1991</u>	<u>\$90.00 per calendar day</u>
<u>May 1, 1992</u>	<u>\$92.50 per calendar day</u>
<u>Nov 1, 1992</u>	<u>\$95.00 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, thirty-five (35) cents per highway kilometer via the shortest route from the city where he was hired to the point of commencement of employment, less the cost of any transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer. Waiting Time days and testing days shall be included in computing the fifteen (15) days.
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, return travel expense at thirty-five (35) cents per highway kilometer via the shortest route from point of termination of employment to city of hire, less any remaining unrecovered cost of transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer.

ARTICLE XVII
EFFECTIVE DATE, TERMINATION, AND RENEWAL

A. This Agreement shall become effective on the First day of May, A.D. 1991 and shall continue in full force and effect until the thirtieth day of April, A.D., 1993 and thereafter until renewed. In the absence of renewal this Agreement shall continue 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.

SCHEDULE C

MEMORANDUM FOR PRAIRIE PROVINCES AND ATLANTIC PROVINCES

NOW THEREFORE the Parties agree to the following amendments to apply on mainline pipeline work in all areas except Ontario, British Columbia **and** Yukon Territory bid subsequent to May 1, 1991 and prior to March 31, 1993, however, on those jobs bid prior to March 31, 1993, the conditions of this addendum will apply no later than June 30, 1993.

SCHEDULE D
MEMORANDUM FOR LONG DISTANCE HAULING

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

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA

OF THE FIRST PART

AND

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

OF THE SECOND PART

WHEREAS the Mainline Pipeline Agreement for Canada expresses the desire of the Parties to stabilize the pipeline sector of the Construction Industry,

AND WHEREAS the Parties have a mutual goal in creating additional work within the pipeline construction industry,

NOW THEREFORE the Parties agree that the following amendments will apply to Employers signatory to the Teamsters Mainline Pipeline Agreement for Canada for the hauling of equipment, materials and pipe:

SCOPE OF WORK

1. OWNER-OPERATORS

If an owner-operator is engaged, as mutually agreed to by the Local Union and the Employer, then such owner-operator shall obtain a clearance from the Local Union prior to commencement of work and shall be deemed to be an employee and shall be paid all applicable rates and conditions accordingly.

2. PIPE AND MATERIALS HAULING

The hauling of pipe and materials over seven hundred (700) kilometers to stockpile, nearest rail siding, or destination agreed upon by the Parties may be performed using the distance rates listed below. Hauling of pipe and materials less than seven hundred (700) kilometers anywhere in Canada shall be performed using the hourly rates listed in the Appendices.

3. EQUIPMENT HAULING

The hauling of equipment over seven hundred (700) kilometers into, out of, or within any area of Canada, except British Columbia, may be performed using the distance rates listed below. The hauling of equipment into, out of, or within British Columbia and the hauling of equipment less than seven hundred (700) kilometers anywhere in Canada shall be performed using the hourly rates listed in the Appendices.

WAGE RATES

The following rates are applicable to work covered by this Memorandum of Agreement:

1. DISTANCE RATES
 - Lowbed and semi-trailer - \$0.25 per kilometer
 - Pilot car - \$0.20 per kilometer

2. STANDBY RATES
 - Loading, unloading, fueling, breakdown and standby time shall be paid as follows:
 - Lowbed and semi-trailer - \$17.00 per hour
 - Pilot car - \$13.60 per hour

EMPLOYER CONTRIBUTIONS

Contributions to those Funds payable by the Employer, as identified in the Appendices to this Agreement, shall be paid at the equivalent of ten (10) hours per day for each day for which wages are paid.

Supplementary dues payable by the employee shall be deducted at the equivalent of ten (10) hours per day for each day the employee receives wages.

SCHEDULE E

DUMP TRUCK HAUL RATES FOR DUAL REAR AXLE TRUCKS

The following rates shall apply to owner-operated dual rear axle dump trucks:

	<u>May 1/91</u>	<u>May 1/92</u>
Prairie Provinces	\$50.00	\$53.00
Southwestern Ontario:		
Lambton County (Sarnia)	\$55.00	\$58.00
Remainder of area	\$50.00	\$53.00
Northwestern Ontario (including that portion of Local 230 north and west of 48°N and 81°W)	\$60.00	\$63.00
Eastern Ontario:		
Local 91 area	\$60.00	\$63.00
Remainder of area	\$55.00	\$58.00

The above rates are all-inclusive.

The Local Union having jurisdiction shall provide the Employer with a list from which the Employer may select the required owner-operators who shall be cleared by the Local Union.

Effective on the date of ratification, an owner-operator dump truck driver shall receive one (1) hours pay at the applicable rate for any day he reports for work and no work is provided unless the Employer has notified him not to report for work prior to his departure for the jobsite.

APPENDIX 1
BRITISH COLUMBIA AND YUKON TERRITORY

A. WAGE RATES AND CLASSIFICATIONS

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

	<u>May 1/91</u>	<u>May 1/92</u>
Lowbed driver; bed tandem driver; concrete transit-mix driver (contractor owned); magnum driver; warehouseman Class I	\$28.25	\$30.09
Semi-trailer driver (including fuel, water, deck); pipe and pole trailer truck driver (hauling and stringing); tree farmer; "A" frame hiab Swedish-type cranes over 80,000 GVW and similar equipment (transportation); belly dump truck driver	\$28.10	\$29.94
Bombardier driver; nodwell driver; track truck driver (transportation); hovercraft	\$27.72	\$29.56
"A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards	\$27.35	\$28.74
Fuel truck driver (2000 gallons and over ex semi-trailer)	\$27.20	\$28.59
Fuel truck driver (under 2000 gallons); vacuum truck	\$26.78	\$28.17
Flat deck truck driver (5 tons & over); dump truck 8 yards - less than 12 yards	\$26.83	\$28.22
Flat deck truck driver (5 tons & over with winch)	\$26.93	\$28.32
Warehouseman Class II	\$26.98	\$28.37
Flat deck truck driver (under 5 tons); farm type tractor (transportation, material handling); dump truck less than 8 yards; propane truck; preheat truck	\$26.04	\$27.28
Flat deck truck driver (under 5 tons with winch); bus, manhaul, crew cab, water taxi driver (requires passenger carrying license)	\$26.14	\$27.38
Forklifts & cranemobiles, etc. (in warehouse area)	\$26.09	\$27.33
Pickups (except when used by supervisory personnel, office staff, field engineering crews and maintenance crews); pilot car or truck (where legally required); fuel truck driver's helper	\$25.99	\$27.23

B. 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:

1. Health and Welfare Fund:
 May 1, 1991 - \$1.67 per hour
 May 1, 1992 - \$1.75 per hour
2. Training Fund:
 May 1, 1991 - \$0.30 per hour
3. Pension Fund:
 May 1, 1991 - \$2.33 per hour
 May 1, 1992 - \$2.73 per hour
4. Teamsters Advancement Fund:
 May 1, 1991 - \$0.20 per hour
5. Pipeline Industry Promotion Fund:
 May 1, 1991 - \$0.11 per hour

C. SPECIAL CONDITIONS

Those special conditions which supplement the provisions of this Agreement for work within the Province of British Columbia and the Yukon Territory are as follows:

5. HAULING

Where material and equipment is supplied by hauling to the site for any work defined in Article I such hauling shall be done in accordance with this Agreement or an agreement that shall be acceptable to the Employer and the signatory Union prior to commencement of the project or during the Pre-job Conference and such agreement shall be in writing and agreed to by the parties signatory to this Agreement.

APPENDIX 2
 PRAIRIE PROVINCES, NORTHWEST TERRITORIES, NEW BRUNSWICK, NEWFOUNDLAND,
 NOVA SCOTIA & PRINCE EDWARD ISLAND

A. WAGE RATES AND CLASSIFICATIONS

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

	<u>May 1/91</u>	<u>May 1/92</u>
Lowbed driver	\$27.33	\$29.37
Bed tandem driver; concrete transit-mix driver (contractor owned); magnum driver; warehouseman Class I	\$26.50	\$28.54
Semi-trailer driver (including fuel, water, deck); pipe and pole trailer truck driver (hauling and stringing); tree farmer; "A" frame hiab Swedish- type cranes over 80,000 GVW and similar equipment (transportation); belly dump truck driver; hovercraft driver	\$26.12	\$28.16
Bombardier driver; nodwell driver; track truck driver (transportation);	\$25.55	\$27.14
"A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards	\$25.50	\$27.09
Fuel truck driver (2000 gallons and over ex semi- trailer)	\$24.93	\$26.52
Fuel truck driver (under 2000 gallons); vacuum truck; flat deck truck driver (5 tons & over); dump truck 8 yards - less than 12 yards; warehouseman Class II	\$24.88	\$26.47
Flat deck truck driver (5 tons & over with winch)	\$24.98	\$26.57
Flat deck truck driver (under 5 tons); farm type tractor (transportation, material handling); dump truck less than 8 yards; propane truck; preheat truck	\$24.07	\$25.53
Flat deck truck driver (under 5 tons with winch); bus, manhaul, crew cab driver (requires passenger carrying license)	\$24.17	\$25.63
Forklifts & cranemobiles, etc. (in warehouse area)	\$24.12	\$25.58
Pickups (except when used by supervisory personnel, office staff, field engineering crews and maintenance crews); pilot car or truck (where legally required); fuel truck driver's helper	\$23.62	\$25.08

B. 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:

1. Health and Welfare Fund:
 - (a) Alberta, Northwest Territories, Saskatchewan, and Manitoba:

May 1, 1991	-	\$1.15 per hour
Jan.1, 1992	-	\$1.20 per hour
Jan.1, 1993	-	\$1.25 per hour
 - (b) Atlantic Provinces:

May 1, 1991	-	\$0.35 per hour
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2. Pension Trust Fund:

May 1, 1991	-	\$1.40 per hour
Jan.1, 1992	-	\$1.60 per hour
Jan.1, 1993	-	\$1.80 per hour
3. Training Fund:

May 1, 1991	-	\$0.10 per hour
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4. Pipeline Industry Promotion Fund:

May 1, 1991	-	\$0.11 per hour
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**APPENDIX 3
ONTARIO**

A. WAGE RATES AND CLASSIFICATIONS

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

	<u>May 1/91</u>	<u>May 1/92</u>
Lowbed driver	\$28.68	\$30.68
Bed tandem driver; concrete transit-mix driver (contractor owned); magnum driver; warehouseman Class I	\$27.86	\$29.86
Semi-trailer driver (including fuel, water, deck); pipe and pole trailer truck driver (hauling and stringing); tree farmer; "A" frame hiab Swedish- type cranes over 80,000 GVW and similar equipment (transportation); belly dump truck driver; hovercraft driver	\$27.47	\$29.47
Bombardier driver; nodwell driver; track truck driver (transportation);	\$26.91	\$28.46
"A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards	\$26.85	\$28.40
Fuel truck driver (2000 gallons and over ex semi- trailer)	\$26.29	\$27.84
Fuel truck driver (under 2000 gallons); vacuum truck; flat deck truck driver (5 tons & over); dump truck 8 yards - less than 12 yards; warehouseman Class II	\$26.24	\$27.79
Flat deck truck driver (5 tons & over with winch)	\$26.34	\$27.89
Flat deck truck driver (under 5 tons); farm type tractor (transportation, material handling); dump truck less than 8 yards; propane truck; preheat truck	\$25.43	\$26.84
Flat deck truck driver (under 5 tons with winch); bus, manhaul, crew cab driver (requires passenger carrying license)	\$25.53	\$26.94
Forklifts & crane mobiles, etc. (in warehouse area)	\$25.49	\$26.90
Pickups (except when used by supervisory personnel, office staff, field engineering crews and maintenance crews); pilot car or truck (where legally required); fuel truck driver's helper	\$24.99	\$26.40

B. 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:

1. Health and Welfare Fund:
 May 1, 1991 - \$1.45 per hour

2. Pension Trust Fund:
 May 1, 1991 - \$1.40 per hour
 Jan.1, 1992 - \$1.60 per hour
 Jan.1, 1993 - \$1.80 per hour

3. Training Fund:
 May 1, 1991 - \$0.15 per hour
 May 1, 1992 - \$0.25 per hour

4. Pipeline Industry Promotion Fund:
 May 1, 1991 - \$0.11 per hour