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1994 - 1996
LABORERS
DISTRIBUTION
PIPELINE AGREEMENT
FOR CANADA

BETWEEN

PIPE LINE CONTRACTORS
ASSOCIATION OF CANADA

AND

LABORERS
INTERNATIONAL UNION
OF NORTH AMERICA

**LABORERS DISTRIBUTION PIPELINE
AGREEMENT FOR CANADA**

AGREEMENT made this first day of May, A.D., 1994.

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, designated or registered as collective bargaining agent and such other employers of employees who may execute an acceptance of the terms and provisions of this Agreement as identified from time to time in Schedule A attached hereto (hereinafter referred to as the "Employer").

AND :

LABORERS INTERNATIONAL UNION OF NORTH AMERICA (hereinafter referred to as the "Union") on behalf of its Local Unions which have been assigned, from time to time, pipeline jurisdiction in Canada by the Union (hereinafter referred to as the "Local Union").

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

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the Employer and the Union, in consideration of the mutual premises and covenants herein contained, agree as follows:

**ARTICLE I
COVERAGE AND DEFINITIONS**

THIS AGREEMENT shall apply to and cover the construction, installation, treating, reconditioning, taking-up, re-bevelling, re-laying, relocating, double jointing or testing of all Distribution 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

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work is more fully described below and illustrated in the accompanying charts. By mutual agreement this contract may be extended to cover **our** territory.

A. DISTRIBUTION PIPELINES shall include:

1. All pipelines for distribution of gas, oil, and/or products and water which **are** downstream from the first metering station **or** connection or the town border station and up to the industrial, commercial, or institutional meter.
2. All service lines including portions of such pipelines within private property boundaries up to and including the domestic meter, and the first joint or connection through the wall.
3. Distribution piping could be manufactured from iron, steel, aluminum, copper, brass, plastic **or** any other materials which might be substituted for the aforementioned.
4. Oil and gas gathering lines which connect directly from the well to the mainline **or** to **or** from products extraction **or** processing plants.
5. Pipelines constructed as underground cable conduits downstream from town border stations to industrial, commercial, institutional, and residential meters.
6. pipelines or pressurized liquids **or** slurries within the limits of cities or towns, other than service lines **or** laterals, the construction of which employs the same **or** similar methods, equipment or organization as used in performing the work described above.
7. All pipelines **6"** diameter and under.

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

1. Mainline pipelines as defined in and covered by the Laborers Mainline Pipeline Agreement for Canada.

2. **Such pipeline installation, repair, maintenance, replacement or reconditioning**, more particularly and usually defined as Industrial, Commercial, Institutional or Building Construction, as may not be combined with or comprising an integral part of pipeline construction.

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

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

1. "First Metering Station or Connection" means that point which divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a metering station or connection is located on a mainline transmission line, then the mainline pipeline work shall include the construction of all pipelines up to the point at which lower pressure distribution systems take **off** from higher pressure lateral and branch lines. **IT IS UNDERSTOOD** that this definition shall be interpreted as being subject to the definition of distribution work as contained herein.
2. "Town border station" means that point at which deliveries to the distribution systems begin and are metered or measured.
3. "Rodman, Chainman, or Stakeman" means a laborer employed to assist the Survey Instrument Man in running line, measuring pipe and/or right-of-way, and other survey work for the Employer.
4. "Pipefinder" means a laborer employed to locate buried structures utilizing an electronic device or probe.
5. "Flagman" means a laborer employed to control traffic utilizing hand signals, flags, paddles, lights, signs, barricades, etc.
6. "General Laborer" means a person employed to **perform** any of the work coming within the jurisdiction of the Union.
7. "Dopeman" means a laborer employed to repair coating, hand wrap joints or install sleeves on coated pipe.

8. "Buffer" means a qualified laborer employed to operate a buffing or grinding machine in the cleaning and preparation of the pipe other than the final buffing of the pipe bevels in preparation for the weld.
9. "Swamper" means a qualified laborer who handles the load line on the set-in sideboom tractor(s) and in the bending crew.
10. "Nozzlemán" means a qualified laborer employed to handle the nozzle for sandblasting, in the cleaning and preparation of the pipe other than the final buffing of the pipe bevels in preparation for the weld, for the installation of foam, for the placing of concrete, gunning or grouting, and for the spraying or painting of protective pipe coating materials in the doping, wrapping, coating and taping crew.
11. "Grader" means a qualified laborer employed in hand working ditch bottom to maintain required grade where grade stakes have been set.
12. "Saw Filer" means a qualified laborer employed to assist power saw operators in the maintenance of their equipment.
13. "Dope Pot Fireman - N/M" means a qualified laborer employed to operate a non-mechanical dope pot.
14. "Paper Latcher" means a qualified laborer employed to joint or "latch" protective coating materials, which may be of substances other than paper, as they are applied by machine to ensure continuous wrapping application.
15. "Power Saw Operator" means a qualified laborer employed to operate power-driven chain saws.
16. "Jackhammerman" means a qualified laborer employed to operate jackhammers, paving breakers and similar pneumatic tools.
17. "Auger Toolman" means a qualified laborer employed in augering with a manually propelled, mechanical jacking or augering tool.

18. "Driller" means a qualified laborer employed to operate drilling equipment used to drill holes for blasting and rock anchors.
19. "Driller Helper" means a qualified laborer employed to assist a driller in the operation of drilling equipment.
20. "Hi Scaler" means a qualified laborer employed to dislodge or "scale" ~~rock~~ on dangerous faces.
21. "Powderman" means a qualified laborer employed to load holes for blasting and to discharge explosives.
22. "specialized Laborer" means a qualified laborer employed at specialized labour work including the fabrication, erection, installation, dismantling, rehabilitation, salvaging, and/or demolition of all structures and/or appurtenances connected with pipeline construction including plain or reinforced concrete, pipe insulation, piles and pipe supports including underwater work coming within the jurisdiction of the Union. This classification does not encompass the operation of equipment under the jurisdiction of the Operating Engineers and does not encompass work done by other classifications in this Agreement.
23. "Faller" means a qualified laborer employed to fall merchantable timber for use as saw logs.
24. "Job Steward" means a qualified laborer who is the member selected by the Union to represent the Union.
25. "First-aid Attendant" means a qualified laborer, who, in addition to his regular skills, having tenure of an industrial Government Certificate or its equivalent in firstaid is designated to administer the initial firstaid in the case of an emergency.
26. "Underwater Work" - When divers ~~are~~ used in connection with the installation of underwater piping systems within the jurisdiction of the union such work shall be performed by members of the Laborers International Union of ~~North~~ America.

F. NO DISCRIMINATION

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

G. The parties agree that there are no female dominated job classes within the bargaining unit, and therefore, there are no pay equity adjustments required.

ARTICLE II SCOPE OF WORK

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

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

C. The work coming under the jurisdiction of the Union and covered by the **terms** of this Agreement includes all work performed by employees in the classification referred to herein and includes all laborers' work for the clearing of right-of-way and all laborers' work for the stabilization of trenches in necessary preparation for the installation of pipelines or underground cables, including blasting, drilling, pumping, hand digging and trimming of trenches and ditches for pipelines; work in connection with the bending of pipe, except the mechanical work involved; all laborers' work in connection with the distribution of pipe and skids and the placing of said skids and pipe over the trench; the cleaning; scaling of the pipe by any method; all laborers' work in connection with the line-up crew, the cleaning, buffing, grinding, swabbing, wrapping and doping of the pipe by any method before lowering after the welding of joints has been made; the placing of anodes; the work in connection with the **backfilling** of the trenches after the pipe has been laid, all form work, concrete work connected with pipelines; **all** work in connection with cleanup after the pipe has been laid and

the trenches backfilled; demolition, take-up and recondition of old pipe; and all other general, miscellaneous and specialized laborers' work in connection with the entire operation.

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

E. 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.

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

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

H. 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 provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law ~~or~~ regulation, ~~or~~ by a ruling of any court or board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to

provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provisions 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 XIII, Grievance Procedure.

ARTICLE III UNION RECOGNITION AND SECURITY

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

B. The Employer shall have the right to discharge employees for just cause. The Employer, if requested by the Union shall provide a termination slip which shall state the reasons for discharge or layoff occurring prior to job completion and whether the employee is eligible for re-hire.

C. All employees covered by this Agreement, as a condition of continued employment shall, commencing on the eighth (8th) day following the beginning of such employment, or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union during the term of their employment.

D. The Employer shall require of his employees, as a condition of employment, that an automatic deduction be made from the employee's pay of a sum equal to the regular monthly Union dues. The said dues shall be deducted from all employees who work five (5) days and/or forty (40) hours in a calendar month.

E. As a condition of employment each employee shall sign the proper authorization form which authorizes the Employer to deduct working dues, initiation fees and assessments from the employee's pay.

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

G. The Union shall select one of its members who is an employee and who shall be recognized as Job Steward. If the Steward selected by the Union is objected to by the Employer for a valid reason, the Union shall select another Steward to whom the Employer has no reasonable objection. The Steward shall perform his duties the same as any other employee and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during working hours to perform the work of the Union but shall not abuse that privilege.

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

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

J. The Employer, upon receipt of written notice and reasons from the Union, shall discharge forthwith any employee who, as determined by the Union in its sole discretion, is not or ceased to be a member in good standing of the Union.

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

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

ARTICLE IV JOB NOTIFICATION AND ENFORCEMENT

A. The Employer shall forward a job notification to the appropriate International Union Representative designated by the Union for the area involved and a copy for the Local Union(s) having territorial jurisdiction, immediately upon his knowledge of all work to be done by the Employer and all sub-contractors under the terms and conditions of this Agreement. The International Union Representative will designate the Local Union(s) which will

have jurisdiction. The job notification form to be used is attached to this Agreement as Addendum A.

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

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

ARTICLE V HIRING PROCEDURE

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

B. The following definition of Permanent Yard applies to this Article only. Permanent Yard means where the Company establishes and maintains an office and yard for a period of at least one (1) year.

1. In those areas where the Employer has a permanent yard the Employer may request ~~and the~~ Local Union shall clear previous employees who have worked for the Company for at least six months and who ~~have~~ been employed by the Employer within six (6) months prior to commencement on the job, the first which shall be the Steward, provided such members have

maintained membership in **good** standing and are registered as unemployed with **the Local Union**.

2. In those **areas** where the Employer does not have a permanent yard the Employer may **q u e s t** and the **Local Union** shall clear up to twenty percent (**20%**) of his employeerequirements from previous employees who are members of the Local Union and have been employed by the Employer within six (6) months prior to commencement on the job, provided such members have maintained membership in good standing and are registered **as** unemployed with the Local Union.

C. Members supplied by the Local Union at the **start** of the job must **be** dispatched within forty-eight (**48**) hours of request; after the job has started within twenty-four (**24**) hours of request, such notice to be given during the **Local Union's** normal office hours.

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

ARTICLE VI WORKING RULES

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

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

C. At the discretion of the Employer, employees may be changed from one classification to another within the jurisdiction of the Union provided that the employee is capable and qualified to perform the work. No employee's hourly rate shall **be** lowered during the shift under these provisions, and if an employee is assigned to work calling for a higher rate of pay he shall receive such higher rate of pay for the full shift.

D. Subject to the employee being capable and qualified to perform the work, no employee's hourly rate shall be lowered under these provisions, and if an employee is assigned to work calling for a higher rate of pay he shall receive such higher rate of pay for the full day. During emergencies, any employee of the Employer may be assigned to any work, provided, however, that no employee's hourly rate shall be lowered under this provision, and provided further that in the event an employee is assigned to work called for a higher rate of pay, he shall receive such higher rate for the full day.

E. The regular pay day shall be not later than Thursday of each week, unless the Employer agrees to allow employees to draw on money earned; under such conditions, pay day may be once every two weeks. In the event of an unscheduled lay-off or discharge, employees cheques for all earnings due them at the time of lay-off or discharge must be delivered as soon as possible, but not later than two (2) of the Employers scheduled working days following such termination.

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

G. The Employer shall provide a copy of the "Approved Safety Manual for Pipeline Construction in Canada" issued by the Association to the Job Steward and, upon request, to any other employee.

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

I. The Employer shall provide drinking water in approved sanitary containers and paper cups where no running tap water is

available. During ~~the~~ summer months, the Employer ~~shall~~ supply salt tablets.

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

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

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

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

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

O. On jobs where camps ~~are~~ provided the Employer shall insure the personal effects of each employee against loss by fire in an amount not to exceed seven hundred fifty dollars **(\$750.00)** provided an inventory of such personal effects is filed with the Employer.

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

ARTICLE VII WAGE RATES AND CLASSIFICATIONS

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

ARTICLE VIII EMPLOYER CONTRIBUTIONS

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

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

C. Contributions shall be recorded on a standard remittance form provided by the Union and remitted to the designated recipient of such contribution on or before the fifteenth (15th) day of the month following the month for which contributions **are** to be made.

D. The amounts **to** be designated as wages and/or Employer contributionsto the above funds may be varied from time to time by agreement between the Association and the Union.

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 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 rules established by the **Boards** of Trustees of the respective Trust Funds shall be appended hereto and shall be deemed to be **part** of and expressly incorporated herein and the Employer and the Union shall be bound by the terms and provisions thereof.

G. 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.

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

ARTICLE IX OVERTIME AND HOLIDAY PAY

A. During the period October 1 to March 31, 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. During the period April

1 to September 30, all hours worked by an employee in excess of nine (9) hours per shift and in excess of forty-five (45) straight time hours per week shall be paid for at the rate of time and one-half the straight time rate. All hours worked on Saturday shall be paid for at the rate of time and one-half the straight time rate 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, Dominion Day, first Monday in August, Labour Day, Thanksgiving Day, ~~Christmas~~ Day, Boxing Day and any such day proclaimed a general holiday by the Federal or Provincial Governments and any day recognized in the Construction Industry shall be paid for at the rate of double the straight time rate, provided that where one of the holidays above mentioned falls during the work week, all hours worked by an employee in excess of ten (10) hours per shift and forty (40) straight time hours that week, and all hours worked on Saturday, shall be paid for at the rate of time and one-half the straight time rate.

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

C. Vacation and statutory holiday pay shall be ten percent (10%) of total earnings of an employee, which shall be deemed to include the Employer's obligation to make similar payments covering vacation and statutory holiday pay by applicable governmental orders or regulations. Where applicable governmental orders or regulations require payment in excess of the percentages provided for herein, payment shall be made in accordance with such orders or regulations. On the first paycheque in July, the first paycheque in November, and on each paycheque thereafter until the end of the calendar year, or at termination of employment, whichever first occurs, the employee will receive vacation pay of four percent (4%) of total earnings and statutory holiday pay of six percent (6%) of total earnings.

**ARTICLE X
WAREHOUSE AND TRAVEL**

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

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

C. The Employers shall pay employees at straight time rates for all time spent travelling to and from the work site in **excess** of fifteen (15) minutes each way. Time will commence leaving the assembly point and end at the time of arrival at the work site. This local travelling time allowance will be made only when an employee reports to an assembly point and is supplied with transportation.

D. **Permanent ~~Yard~~**

If by reason of the distance to the work or the Employer's requirements, an employee is required to work away from the Employer's permanent base of operations where he was hired and cannot be expected to return daily, such employee shall receive a subsistence allowance **as** follows:

May 1, 1994	\$62.50 per working day
Jan. 1, 1995	\$65.00 per working day
Jan. 1, 1996	\$67.50 per working day

In the event that an employee is required to work three hundred twenty-five (325) kilometers or more away from his point of hire, such employee shall receive subsistence allowance on a calendar day basis.

E. **Temporary ~~Yard~~**

In the event the Employer establishes additional temporary bases of operations, an employee shall receive a travel allowance for each working day over the shortest route for all kilometers travelled in excess of forty (40) kilometers daily each way up to a maximum of the daily subsistence allowance defined in Paragraph D of this Article for the distance travelled between the Local Union dispatch office and the job, or his permanent residence and the job, whichever is less as follows:

May 1, 1992	\$0.30 per highway kilometer
Sep. 14, 1992	\$0.31 per highway kilometer
May 1, 1993	\$0.32 per highway kilometer

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

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

1. After twenty-one (21) scheduled working days on the job, or at job completion, whichever first occurs, thirty cents (\$0.30) 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.
2. After twenty-one (21) working days on the job if he is performing his work satisfactorily and is terminated by the Employer or is terminated through circumstances beyond the control of the Employer or himself, or at job completion, whichever is later, or leaves the job as a consequence of illness or injury which is substantiated by medical certificate, return travel expense at thirty cents (\$0.30) 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.

ARTICLE XI REPORTING AND CALL BACK TIME

A. Reporting ~~time~~ and call back **time** pay shall be paid as follows:

1. Three (3) hours pay at the applicable rate for that day to any employee who reports for work at the scheduled starting time and for whom no work is provided.

2. Four (4) hours pay at the applicable rate for that day to my laborer who reports for work and performs work of not more than four (4) hours duration.
 3. 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.
 4. Notwithstanding the provisions of 3 above, where inclement weather prevents the continuance of any work, the number of hours actually worked at the applicable rate for that day to any employee who performs work of more than four (4) hours duration.
 5. Four (4) hours pay 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.
- B. Hours paid under the provisions of A above shall be included in computing the straight time weekly maximum hours after which overtime is payable.
- C. Notwithstanding the provisions of A above, any employee who leaves the jobsite without specific direction from his foreman to do so shall not be entitled to pay for any hours not worked.
- D. Notwithstanding the provisions of A above, when any employee refuses to work or to continue to work, or work stoppage conditions brought about by a third party or third parties, prevents or makes ill advised in the opinion of the Employer the performance of any work or the continuance of any work once started, no pay for hours not worked shall be required.

**ARTICLE XII
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; HOWEVER, any settlement where hours of pay are involved shall be retroactive.

ARTICLE XIII GRIEVANCE PROCEDURE

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

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

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

D. Upon receipt of the matter complained of in writing, the Executive Director and the International Representative shall take such steps within forty-eight (48) hours as they deem necessary to attempt to adjust such difference of opinion or dispute. If the difference is not resolved within five (5) days of receipt of written submission, either of the parties may, after exhausting any grievance

procedure established by this Agreement notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman with the time limited, the appointment shall be made by the Minister of Labour upon the request of either party.

E. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

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

ARTICLE XIV CANADIAN PIPELINE ADVISORY COUNCIL

There shall be maintained throughout the term of this Agreement a Canadian Pipeline Advisory Council consisting of one representative of the Laborers International Union of North America; one representative of the International Union of Operating Engineers; one representative of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; and one representative of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and an equal number of representative 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.

ARTICLE XV LIABILITY



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

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

ARTICLE XVI
EFFECTIVE DATE, TERMINATION, AND RENEWAL

A. This Agreement shall become effective on the first day of May, A.D., 1994, and shall continue in full force and effect until the ~~thirtieth (30th) day of~~ April, A.D., 1996 and thereafter from year to year **unless** terminated upon written notice of either party within one hundred twenty (120) days prior to any anniversary of the terminal date.

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

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

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

IN WITNESS WHEREOF, we, the undersigned hereby attach our hands and seals to this Agreement concluded at the City of North York, in the Province of Ontario, the 4th day of August, A.D., 1994.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

R. A. Hudson
President

B. L. Brown
Executive Director

LABORERS INTERNATIONAL UNION OF NORTH AMERICA:

Arthur A. Coia
General President

E. H. Mancinelli
Vice President

J. Mancinelli
Manager, Central Canada
Sub-regional Office

V. Morden
Manager, Western Canada
Sub-Regional Office

N. Scipioni
Manager, Eastern Canada
Sub-regional Office

SCHEDULE A

EMPLOYERS BOUND BY THE LABORERS PIPELINE AGREEMENTS FOR CANADA

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

ALBERTA

By Registration:

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

Interpro Contractors Ltd.
T.W. Johnstone Company Limited
Junior Service & Repair Ltd.
Kaps Entrepose Ltd.
Kaps Transport Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Leonard Pipeline Contractors Ltd.
Long Branch Contractors Ltd.
Loram International Ltd.
Lorenzo Environmental Contractors Ltd.
McCaws Drilling & Blasting Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Maxim Blasting Services Ltd.
MHG International Ltd.
Michetti Pipe Stringing
Midwest Pipeline Contractors Ltd.
Mi-Pal Holdings Ltd.
Milbar Hydro-Test Ltd.
National Caterers Ltd.
Noceta Enterprises (1981) Ltd.
Nor-Can Construction Ltd.
Nor-Pipe Construction Limited
North American Construction Ltd.
Northern Construction Company Ltd.
O.J. Pipelines Inc.
Opron Construction Co. Ltd.
Pan Cana Associated Contractors Ltd.
Pashco Blasting Ltd.
Pat McNulty Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Premay Pipeline Hauling Ltd.
H.C. Price of Canada Ltd.
ROK Pipeline Inc.
Ron May Trucking and Excavating Ltd.
RPA Contracting Ltd.
Sartori & Son Company Limited
Seggow Construction & Clearing Ltd.
Sie-Mac Heavy Haulers Ltd.

Dan Snider Logging and Trucking
~~Robert~~ B. Somerville Co. Limited
Spie Construction Inc.
Square M Construction Limited
Stringest Pipelines Inc.
Sulcon Pipeline Weights Ltd.
Supernal Welding and Consulting Ltd.
Totran Transport Ltd.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.
Waschuk Pipeline Construction Ltd.
Western Reclamation Services
Whip-Line Crane Services Ltd.
Wonderly and Kershaw Petrochemical Services Ltd.

BRITISH COLUMBIA

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

Procan Industries Ltd.
RPA Contracting Ltd.
Totran Transport Ltd.

By Appointment:

Banister Pipelines
Bolder Concrete Ltd.
Cliffside Utility Contractors Ltd.
Consamar Inc.
Continental Electric Ltd.
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Dillingham Construction Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
T.W. Johnstone Company Limited
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Michetti 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
Robert B. Somerville Co. Limited
Spie Construction Inc.
Stringtest Pipelines Inc.
Supernal Welding and Consulting Ltd.
~~True~~ Test Pipeline Services
Universal Pipe Line Enterprises Ltd.

ALBERTA, NEWFOUNDLAND, NEW BRUNSWICK,
ONTARIO, NORTHWEST TERRITORIES, PRINCE
EDWARD ISLAND, SASKATCHEWAN, AND YUKON
TERRITORY

By Appointment:

Banister Pipelines
Bolder Concrete
Cliffside Utility Contractors Ltd.
Consamar Inc.
Continental Electric Ltd.
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Dillingham Construction Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
T.W. Johnstone Company Limited
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Michetti 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
Robert B. Somerville Co. Limited
Spie Construction Inc.
Stringtest Pipelines Inc.
Supermal Welding and Consulting Ltd.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.
Waschuk Pipeline Construction Ltd.

ONTARIO

By Accreditation:

Alberta Mobile Air Compression Services
Antagon Pipelines Company Ltd.
Banister Pipelines
Bechtel Canada Limited
Beaver Pipeline Construction Limited
Bolder Concrete Ltd.
Bonlot Construction Ltd.
J.W. Cain Limited
Canadian Dredge and Dock Inc.
Canadian Subaqueous Pipelines Ltd.
Catre Pipeline
Robert Christoph
C.S.I. Hydrostatic Testers
Cliffside Utility Contractors Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
Conweigh Incorporated
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Curran Construction Ltd.
Custom Concrete (Northern)
Dillingham Construction Ltd.
Robert J. Fierheller
Formac Pumping Services Limited
General Pipeline Contractors Limited
G.M. Gest Inc.
Global Air Drilling Services Ltd.
H.B. Contracting Ltd.
O.E. Hamlyn Drillers Limited
Huron Pipelines Limited
Inter-Provincial Construction Limited
T.W. Johnstone Company Limited
Joyce-Leonard Canada Ltd.
Junior Service & Repair Ltd.
Kel-Gor Limited
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Leonard Pipeline Contractors Ltd.

Loram International Ltd.
Majestic Contractors Limited
Mannix Co. Ltd.
Marine Pipeline Construction of Canada Limited
McCaws Drilling & Blasting Ltd.
McDace Limited
MHG International Ltd.
Michetti Pipe Stringing
Milbar Hydro-Test Ltd.
Mortele Cove Lumley Ltd.
National Caterers Ltd.
Nicholls-Radtke & Associates Limited
Nor-Pipe Construction Limited
Northern Construction Company Ltd.
O.J. Pipelines Inc.
Pan Cana Associated Contractors Ltd.
Pascho Blasting Ltd.
Pat McNulty Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pemrow Pipelines Construction Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Premier Pipelines Limited
H.C. Price of Canada Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Dan Snider Logging and Trucking
Sombra Welding Limited
Robert B. Somerville Co. Limited
Spie Construction Inc.
Stringtest Pipelines Ltd.
Superior Pipeline Contractors Ltd.
Supernal Welding and Consulting Ltd.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.
John Vail Pipeline Contractors
Villeneuve Construction Ltd.
Waschuk Pipeline Construction Ltd.
Waynco Ltd.

L.M. Welter Ltd.
Wiley Oilfield Hauling Ltd.
Williams Pressure Service Ltd.
Roger H. Woods Ltd.

SCHEDULE B
LABORERS INTERNATIONAL UNION OF
NORTH AMERICA

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

ENRICO H. MANCINELLI, Vice President
44 Hughson St. So., Hamilton, Ontario L8N 2A7
(416) 522-7177 Fax: (416) 529-2723

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

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

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

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

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

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

V.N. (VIC) MORDEN, Manager
Western Canada Subregional Office
409 - 1200 W. 73rd Avenue
Vancouver, British Columbia V6P 6G5
(604) 261-0241 Fax: (604) 261-0633

APPENDIX 1

**LABORERS DISTRIBUTION PIPELINE
AGREEMENT FOR CANADA
ONTARIO**

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

Group Classifications covered:

1. Rodman; chainman; stakeman; pipefinder; flagman
2. General laborer; skid setter; specialized laborer helper
3. Buffer; grader; swamper; driller helper; saw filer
4. Paper latcher; dope pot fireman N/M; power saw operator
5. Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzle man; faller
6. Driller; hi-scaler; concrete saw operator; powderman
7. Specialized laborer

Zone 1: Ontario Labour Relations Board Areas 8 and 9 (Metro Toronto and the Regional Municipalities of Peel, York and Durham).

	May 01/94	Mar 01/95	July 01/95	Jan 01/96
Group 1	\$22.25	\$22.62	\$22.89	\$23.25
Group 2	22.45	22.82	23.09	23.45
Group 3	22.65	23.02	23.29	23.65
Group 4	22.75	23.12	23.39	23.75
Group 5	22.85	23.22	23.49	23.85
Group 6	22.95	23.32	23.59	23.95
Group I	23.40	23.77	24.04	24.40

Zone 2: All other areas of Ontario.

Group 1	\$20.66	\$21.03	\$21.30	\$21.66
Group 2	20.86	21.23	21.50	21.86
Group 3	21.06	21.43	21.70	22.06
Group 4	21.16	21.53	21.80	22.16
Group 5	21.26	21.63	21.90	22.26
Group 6	21.36	21.73	22.00	22.36
Group I	21.81	22.18	22.45	22.81

Shift Premium - For shifts commencing at or after 6:00 PM employees will be paid a premium of one dollar (\$1.00) above the regular rate.

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

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

WORKING DUES:

The Employer shall deduct from the employee's earnings working dues in the amount of two percent (2%) of the hourly wage rate

Of these amounts, five cents (\$0.05) per hour will be remitted with Pension and Training & Rehabilitation contributions to the Pension Plan administrator's office for the Ontario Provincial District Council and the balance will be remitted with the Health & Welfare contributions and regular monthly dues to the Local Union involved.

B. EMPLOYER CONTRIBUTIONS:

Rates at which the Employer shall contribute for each hour of work performed, and effective January 1, 1996, for each hour of work earned, on behalf of each employee employed under the terms of this Agreement for the following purposes shall be:

1. Health & Welfare Plan:

May 1, 1994	\$1.15 per hour
July 1, 1995	\$1.25 per hour
2. Pension Plan:

May 1, 1994	\$1.42 per hour
March 1, 1995	\$1.52 per hour
July 1, 1995	\$1.62 per hour
January 1, 1996	\$1.72 per hour
3. LIUNA Training & Rehabilitation Plan:

May 1, 1994	\$0.10 per hour
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4. Health & Safety and LECET:

May 1, 1994	\$0.05 per hour
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5. Pipeline Industry Promotion Fund:

May 1, 1994 \$0.11 per hour

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

REMITTANCES

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

Health and Welfare and Working Dues:

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

Pension; Training & Rehabilitation; and Working Dues (\$0.05):

Laborers Pension Fund of Central and Eastern Canada
P.O. Box 40, Stn Q, Toronto ON M4T 1L0

LECET:

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

C. UNION RECOGNITION

Where, in any area of Ontario, an Employer is bound by the terms of this Agreement, the Employer shall be deemed to have recognized the Laborers International Union of North America as the exclusive bargaining agent for all construction laborers throughout all geographic areas in the Province of Ontario employed in the pipeline sector of the construction industry.

D. WORK STOPPAGES, SECONDARY BOYCOTTS, AND JURISDICTIONAL DISPUTES

When a work claim dispute arises between the Laborers Union and any other union, person, or organization which cannot be settled to the satisfaction of all parties concerned, such dispute shall only be processed as a jurisdictional dispute under the Ontario Labour Relations Act. In the meantime, work will continue as assigned by the Employer unless otherwise directed by the Ontario Labour Relations Board.

APPENDIX 2

LABORERS DISTRIBUTION PIPELINE
AGREEMENT FOR CANADA
MANITOBA

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

Group Classifications covered:

1. Rodman; chainman; stakeman; pipefinder; flagman
2. General laborer; skid setter; specialized laborer helper
3. Buffer; grader; swamper; driller helper; saw filer
4. Paper latcher; dope pot fireman N/M; power saw operator
5. Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller
6. Driller; hi-scaler; concrete saw operator; powderman
7. Specialized laborer

May 1
1994

Group 1	\$15.15
Group 2	15.35
Group 3	15.55
Group 4	15.65
Group 5	15.75
Group 6	15.85
Group 7	16.30

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

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

B. EMPLOYER CONTRIBUTIONS:

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 Plan:
May 1, 1994 **\$0.90** per hour
2. Pension Plan:

- | | | |
|----|---|------------------------|
| | May 1, 1994 | \$1.00 per hour |
| 3. | Training Plan:
May 1, 1994 | \$0.10 per hour |
| 4. | Health & Safety and LECET:
May 1, 1994 | \$0.05 per hour |
| 5. | Local Union Tri-Fund:
May 1, 1994 | \$0.05 per hour |
| 6. | Pipeline Industry Promotion Fund:
May 1, 1994 | \$0.11 per hour |
- The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

REMITTANCES

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

Health and Welfare:

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

Pension; Training & Rehabilitation; and Working Dues (\$0.05):

Laborers Pension Fund of Central and Eastern Canada
P.O. **Box 40, Stn Q**, Toronto ON **M4T 1L0**

LECET:

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

APPENDIX 3

LABORERS DISTRIBUTION PIPELINE
AGREEMENT FOR CANADA
ALBERTA, SASKATCHEWAN
AND NORTHWEST TERRITORIES

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

Group Classifications covered:

1. Rodman; chainman; stakeman; pipefinder; flagman
2. General laborer; skid setter; specialized laborer helper
3. Buffer; grader; swamper; driller helper; saw filer
4. Paper latcher; dope pot fireman N/M; power saw operator
5. Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzle man; faller
6. Driller; hi-scaler; concrete saw operator; powderman
7. Specialized laborer

May 1
1994

Group 1	\$15.39
Group 2	15.59
Group 3	15.79
Group 4	15.89
Group 5	15.99
Group 6	16.09
Group 7	16.54

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

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

B. EMPLOYER CONTRIBUTIONS:

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 Plan
May 1, 1994 \$0.80 per hour

2. **Pension Plan:**
 May 1, 1994 \$1.30 per hour

3. Training Plan:
 Alberta and N.W.T.
 May 1, 1994 \$0.30 per hour
 Saskatchewan
 May 1, 1994 \$0.25 per hour

4. Laborers Advancement Fund:
 May 1, 1994 \$0.14 per hour

5. Health & Safety and LECET:
 Saskatchewan only
 May 1, 1994 \$0.05 per hour

6. Pipeline Industry Promotion Fund:
 May 1, 1994 \$0.11 per hour
 The Pipeline Industry Promotion Fund shall be administered
 by the Pipe Line Contractors Association of Canada.

- C. OVERTIME AND HOLIDAY PAY
 Remembrance Day will be recognized as a holiday for the
 purposes of applying the provisions of Article IX A of this
 Agreement on **all** work covered by this Appendix.

**LABORERS DISTRIBUTION PIPELINE
AGREEMENT FOR CANADA
BRITISH COLUMBIA AND YUKON TERRITORY**

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

Group Classifications covered:

1. Rodman; chainman; stakeman; pipefinder; flagman
2. General laborer; skid setter; specialized laborer helper
3. Buffer; grader; swamper; driller helper; saw filer
4. Paper latcher; dope pot fireman N/M; power saw operator
5. Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzle man; faller
6. Driller; hi-scaler; concrete saw operator; powderman
7. Specialized laborer

May 1
1994

Group 1	\$16.08
Group 2	16.28
Group 3	16.48
Group 4	16.58
Group 5	16.68
Group 6	16.78
Group 7	17.23

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

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

B. EMPLOYER CONTRIBUTIONS:

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

1. Health and Welfare Plan:

May 1, 1994	\$1.70 per hour
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2. Pension Plan:

-
- May 1, 1994 \$3.00 per hour
3. Training Plan:
May 1, 1994 \$0.28 per hour
4. Laborers' Advancement Fund:
May 1, 1994 \$0.29 per hour
5. Pipeline Industry Promotion Fund
May 1, 1994 \$0.11 per hour
The Pipeline Industry Promotion Fund shall be administered
by the Pipe Line Contractors Association of Canada.
- C. OVERTIME AND HOLIDAY PAY
Remembrance Day will be recognized as a holiday for the
purposes of applying the provisions of Article IX A of this
Agreement on all work covered by this Appendix.
- D. WAREHOUSE AND TRAVEL
If by reason of the distance to work or the Employer's
requirements, an employee is required to work away from his
permanent residence and cannot be expected to return daily,
such employee shall receive subsistence allowance in the
amount of sixty dollars (\$60.00) per working day.

APPENDIX 5

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

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

Group Classifications covered:

1. Rodman; chainman; stakeman; pipefinder; flagman
2. General laborer; skid setter; specialized laborer helper
3. Buffer; grader; swamper; driller helper; saw filer
4. Paper latcher; dope pot fireman N/M; power saw operator
5. Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller
6. Driller; hi-scaler; concrete saw operator; powderman
7. Specialized laborer

May 1
1994

Group 1	\$15.23
Group 2	15.45
Group 3	15.63
Group 4	15.72
Group 5	15.90
Group 6	16.31
Group 7	16.35

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

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

Shift Premium - If a requirement should arise for any shift to commence at or after 6:00 PM the Association and the Union shall meet to determine any employee wage rate premium.

B. **EMPLOYER CONTRIBUTIONS:**

1994/96

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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 Plan:
May 1, 1994 \$0.90 per hour
2. Pension Plan:
May 1, 1994 \$0.90 per hour
3. Training Plan:
May 1, 1994 \$0.30 per hour
4. LECET:
May 1, 1994 \$0.10 per hour
5. LIUNA Health & Safety Fund:
May 1, 1994 \$0.10 per hour
6. Pipeline Industry Promotion Fund:
May 1, 1994 \$0.11 per hour

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

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

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

REMITTANCES:

Health and Welfare:

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

Pension; Training & Rehabilitation; and Working Dues (\$0.05):

Laborers Pension Fund of Central and Eastern Canada
P.O. **Box** 40, Stn Q, Toronto ON M4T 1L0

LECET:

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