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| SOURCE | Co. | | |
| EFF. | 95 | 05 | 01 |
| TERM. | 97 | 04 | 30 |
| No. OF EMPLOYEES | 700 | | |
| NOMBRE D'EMPLOYÉS | 700 | | |

1995 ~~1997~~

**TEAMSTERS MAINLINE
PIPELINE AGREEMENT
FOR CANADA**

BETWEEN

**PIPE LINE CONTRACTORS
ASSOCIATION OF CANADA**

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

APR 27 1995

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**TEAMSTERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
1995 - 1997**

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**TEAMSTERS MAINLINE PIPELINE
AGREEMENT FOR CANADA**

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

BY AND BETWEEN:

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

AND:

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

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

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

**ARTICLE I
COVERAGE AND DEFINITIONS**

THIS AGREEMENT shall apply to and cover the construction, installation, treating, reconditioning, taking-up, re-bevelling, re-laying, relocating, 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. In connection with any job and at any time whatsoever, either prior to, during, or following completion of such job, if any individual Employer pays in excess of the wages or conditions of employment provided for in the Pipeline Agreement for Canada with any other Union in the form of extra money, extra hours, extra travel or standby time or in the form of a bonus by any subterfuge, then such individual Employer shall be required to pay in like manner additional compensation to all employees covered by this Agreement for the duration of such job. Any profit-sharing, retirement or pension plan which an individual Employer may have established and which has not been set up for one particular job shall

not be considered an excess payment or bonus. Where it is established that such excess as defined above is being or has been paid by the Employer, and the Employer has refused to make the required adjustment to all employees covered by this Agreement; the Local Union shall notify the Association seventy-two (72) hours prior to taking economic action against the Employer to enforce this provision and any economic action taken will not be considered to be a violation of this Agreement.

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

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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. Unless prohibited from doing so 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.

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.

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 1 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; 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 Re-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 Re-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 or the Local Union must have provided the Employer with confirmation of dispatch by electronic transmission 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 right 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 Re-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.

F. Any qualified person dispatched by the Local Union to be employed in any capacity that requires the operation of a Commercial Motor Vehicle, as defined by the applicable Provincial motor vehicles regulations, shall possess and provide to the Employer, at the time of hire, a driver's abstract issued within the previous ninety (90) days by the applicable motor vehicle licensing agency.

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. **As** mutually agreed between the Employer and the Local Union, an employee may be changed from the classification for which he was hired to another within the jurisdiction of the Union.

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. The Employer and the Local Union may agree at the Pre-job Conference that, on jobs with less than one hundred (100) employees, if the Employer is unable to deliver the employee's cheque for wages due at the time of lay-off or discharge, the employee will not be eligible for further waiting or reporting time, subsistence allowance, or camp privileges. however, this final cheque must be mailed to the employee's home address within two (2) working days of the date of lay-off or discharge.

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

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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₇ 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. ^{6/6}
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₁ M. The Job Steward or another employee so designated by the Union shall represent the Union as a member of any Job Safety Committee and he, or another committee member representing the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; the International 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.

ARTICLE VII WAGE RATES AND CLASSIFICATIONS

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

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ARTICLE VIII EMPLOYER CONTRIBUTIONS

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

B. 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 rules 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 *34*
OVERTIME AND HOLIDAY PAY *1000*

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

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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.

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**

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 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, 1995 \$98.75 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 dollars (\$100,000) accidental death insurance. ^{76.6}

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

1. After fifteen (15) scheduled working days on the job, or at job completion, whichever first occurs, forty cents (\$0.40) per highway kilometer via the shortest route from the city where he was hired to the point of commencement of employment, less the cost of any transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer, plus, where the distance to the jobsite exceeds two hundred (200) kilometers, a subsistence allowance of one (1) day in the amount specified in Section D above, to assist in defraying the cost of board and lodging incurred travelling to the jobsite. 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 forty cents (\$0.40) 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:

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. 40
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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. 27
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. 48
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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.

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

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

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

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

J. Notwithstanding the provisions of 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 GRIEVANCEPROCEDURE

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 by the Local Union and the authorized representative of the Employer, 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.

D. If the dispute is not resolved by the Executive Director of the Association and the International Representative of the Union within five (5) days of receipt of written submission, the matter shall be referred to a Pipeline Industry Grievance Panel.

E. 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. The parties agree to make every effort possible to hear grievances within a three (3) month time period to resolve any such grievances and disputes.

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.

F. 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.

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

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

**ARTICLE XV
CANADIAN PIPELINE ADVISORY COUNCIL**

There shall be maintained throughout the term of this Agreement a Canadian Pipeline Advisory Council consisting of one International Representative of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; one International Representative of the International Union of Operating Engineers; one International Representative of the Laborers International Union of North America; and one International Representative of the International Brotherhood of Teamsters, 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. 1995 and shall continue in full force and effect until the thirtieth day of April, A.D., 1997 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 Vancouver, in the Province of British Columbia, this 29th day of June, A.D., 1995.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

L. A. Nash, Chairman
National Labour
Relations Committee

B. L. Brown
Executive Director

INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

L. LaCroix,
International Director,
TEAMSTERS CANADA

Matthew J. Elliot
Director, Construction Division
TEAMSTERS CANADA

Edward Hawrysh
International Representative
TEAMSTERS CANADA

1995/97

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**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 the following Employers of employees in the pipeline construction industry within Canada in accordance with applicable legislation:

ALBERTA**By Registration:**

- ✓ Alberta Mobile Air Compression Services
- ✓ Alta North Pipeline Concrete Products
- ✓ Antagon Pipelines Company Ltd.
- ✓ Banister Majestic Inc.
- ✓ Banister Pipelines
- ✓ Bechtel Canada Limited
- ✓ Bolder Concrete Ltd.
- ✓ Canadian 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
- ✓ Coolsaet Pipeline Ltd.
- ✓ Coreydale Contracting Co.
(Clipper Construction Limited)
- ✓ J.L. Cox & Sons, Inc.
- ✓ Cushman Cartage & Float Inc.
- ✓ Dig Line Leasing Ltd.
- ✓ Dilcon Constructors Ltd.
- ✓ Dresser Industries Inc. • Dresser Titan Div.
- ✓ Dufresne Piling Co. (1967) Ltd.
- ✓ 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 Pipesttinging Ltd. ✓
 LamSar Mechanical Contractors Ltd. ✓
 Leonard Pipeline Hauling Ltd. ✓
 Long Branch Contractors Ltd. ✓
 Loram International Ltd. ✓
 Lorenc Environmental Contractors Ltd. ✓
 McCaws Drilling & Blasting Ltd. ✓
 Majestic Contractors Limited ✓
 Mak's Float Service Inc. ✓
 Marine Pipeline Construction of Canada (1993) ✓
 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 Corp. ✓
 Opron Construction Co. Ltd. ✓
 Pan Cana Associated Contractors Ltd. ✓
 Pashco Blasting Ltd. ✓
 Pat McNulty Ltd. ✓
 Pe Ben Industries Company Ltd. ✓
 Pe Ben Pipelines (1979) Ltd. ✓
 Pentzien Canada, Inc. ✓
 Permanent Lafarge ✓
 Premay Pipeline Hauling Ltd. ✓
 Premier Murphy J/V ✓
 Premier Pipelines Inc. ✓
 H.C. Price of Canada Ltd. ✓
 ROK Pipeline Inc. ✓
 Ron May Trucking and Excavating Ltd. ✓
 RPA Contracting Ltd. ✓

Sartori & Son Company Limited ✓
 Seggow Construction & Clearing Ltd. ✓
 Sie-Mac Heavy Haulers Ltd. ✓
 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 Pipe Line Construction Ltd. ✓
 Western Reclamation Services ✓
 Whip-Line Crane Services Ltd. ✓
 Wonderly and Kershaw Petrochemical Services Ltd. ✓

BRITISH COLUMBIA

By Accreditation:

✓ Alberta Mobile Air Compression Services
 ✓ Banister Pipelines 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 Majestic Inc.
Bolder Concrete Ltd.
Cliffside Utility Contractors
Consamar Inc.
Continental Electric Ltd.
Conweigh Incorporated
Coolsaet Pipelines Ltd.
Coreydale Contracting Co.
(Clipper Construction Limited)
J.L. Cox & Son, Inc.
Cushman Cartage & Float Inc.
Delta Catalytic Contractors Ltd.
Dig Line Leasing Ltd.
Dufresne Piling Co. (1967)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
Kleysten Transport Ltd.
LamSar Mechanical Contractors Ltd.
Mak's Float Service Inc.
Marine Pipeline Construction of Canada (1993)
Michetti Pipe Stringing
National Caterers (1989)Ltd.
O.J. Pipelines Corp.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pentzien Canada, Inc.
Permanent Lafarge
Premay Pipeline Hauling Ltd.
Premier Murphy J/V
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
Universal Pipe Line Enterprises Ltd.

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

By Appointment:

Banister Majestic Inc.
Bolder Concrete Ltd.
Cliffside Utility Contractors
Consamar Inc.
Conweigh Incorporated
Coolsaet Pipelines Ltd.
Coreydale Contracting Co. (Clipper Construction Limited)
J.L. Cox & Son, Inc.
Cushman Cartage & Float Inc.
Dig Line Leasing Ltd.
Dufresne Piling Co. (1967) Ltd.
First Machinery Movers
Global Air Drilling Services Ltd.
Gratton Transport Ltd.
T.W. Johnstone Company Limited
Litz Equipment Ltd.
Mak's Float Service Inc.
Marine Pipeline Construction of Canada (1993)
Michetti Pipe Stringing
National Caterers (1989) Ltd.
O.J. Pipelines Corp.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pentzien Canada, Inc.
Permanent Lafarge
Premay Pipeline Hauling Ltd.
Premier Murphy J/V
RPA Contracting Ltd.
D.W. Sartori Contracting Limited
Robert B. Somerville (Div. of Robert McAlpine Ltd.)
Spie Construction Inc.
Spillmaster Ltd.
Stringtest Pipelines Inc.
Supernal Welding and Consulting Ltd.
Trendway Transportation Services Inc.
Universal Pipe Line Enterprises Ltd.

ONTARIO

By Accreditation:

Alberta Mobile Air Compression Services ✓
Antagon Pipelines Company Ltd. ✓
Banister Majestic Inc. ✓
Banister Pipelines ✓
Bechtel Canada Limited ✓
Beaver Pipeline Construction Limited ✓
Bolder Concrete Ltd. ✓
J.W. Cain Limited ✓
Canadian Subaqueous Pipelines Ltd.
Catre Pipeline ✓
Robert Christoph ✓
C.S.I. Hydrostatic Testers ✓
Cliffside Utility Contractors ✓
Consamar Inc. ✓
Consbec Inc.
Continental Electric Ltd.
Conweigh Incorporated ✓
R.L. Coolsaet of Canada Ltd. ✓
Coolsaet Pipelines Ltd. ✓
Coreydale Contracting Co.
(Clipper Construction Limited)
J.L. Cox & Son, Inc. ✓
Cushman Cartage & Float Inc. ✓
Custom Concrete (Northern)
Div. of The Sarjeant Company Limited ✓
Dig Line Leasing Ltd. ✓
Dillingham Construction Ltd. ✓
Don Anderson Haulage ✓
Dufresne Piling Co. (1967) 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.
- ✓ LamSar Mechanical Contractors Ltd.
- ✓ Loram International Ltd.
- ✓ McCaws Drilling & Blasting Ltd.
- ✓ Majestic Contractors Limited
- ✓ Mak's Float Service Inc.
- ✓ Mannix Co. Ltd.
- ✓ Marine Pipeline Construction of Canada (1993)
Matthews Pipeline Limited
- ✓ McDace Limited
- ✓ Michetti Pipe Stringing
- ✓ Milbar Hydro-Test Ltd.
- ✓ Morteale Cove Lumley Ltd.
- ✓ National Caterers Ltd.
- ✓ Nicholls-Radtke & Associates Limited
Nor Building Enterprises Ltd.
- ✓ Nor-Pipe Construction Limited
- ✓ Northern Construction Company Ltd.
- ✓ O.J. Pipelines Corp.
- ✓ Pancana Associated Contractors Ltd.
- ✓ Pashco Blasting Ltd.
- ✓ Pat McNulty Ltd. ✓
- ✓ Pe Ben Industries Company Ltd.
- ✓ Pe Ben Pipelines (1979) Ltd.
- ✓ Pentzien Canada, Inc.
- ✓ Permanent Lafarge
Phil's Haulage & Excavating
- ✓ Premay Pipeline Hauling Ltd.
- ✓ Premier Murphy - A Joint Venture
- ✓ Premier Pipelines Limited
- ✓ H.C. Price of Canada Ltd.
- Randon Crane & Leasing Ltd.
- Robert Jarrell Enterprises 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.

~~United Pipeline Enterprises Ltd.~~ ✓
John Vail Pipeline Contractors ✓
Waynco Ltd. ✓
L.M. Welter Ltd. ✓
Wiley Oilfield Hauling Ltd. ✓
Williams Pressure Service Ltd. ✓
Roger H. Woods Ltd. ✓
York Excavating (939971 Ontario Ltd.)

SASKATCHEWAN

By Accreditation:

Banister Majestic Inc.
Bolder Concrete Ltd.
Cliffside Utility Contractors
Consamar Inc.
Continental Electric Ltd.
Conweigh Incorporated
Coolsaet Pipeline Ltd.
Dig Line Leasing Ltd.
Global Air Drilling Services Ltd.
T.W. Johnstone Company Limited
Marine Pipeline Construction of Canada (1993)
Michetti Pipe Stringing
National Caterers (1989) Ltd.
O.J. Pipelines Corp.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pentzien Canada, Inc.
Permanent Lafarge
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
D.W. Sartori Contracting Limited
Robert B. Somerville (Div. of Robert McAlpine Ltd.)
Spie Construction Inc.
Spillmaster Ltd.
Stringtest Pipelines Inc.
Supernal Welding and Consulting Ltd.

SCHEDULE B

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RON CAREY, General President
25 Louisiana Ave. N.W., Washington, D.C. 20001
(202) 624-6800

LOUIS LACROIX, INTERNATIONAL DIRECTOR
Teamsters Canada
404, 8000 Langelier Blvd., St. Leonard, Quebec H1P 3K2
(514) 328-8926 Fax: (514) 328-1485

CHARLES THIBAUT, International Vice President
1194 Matheson Blvd., Mississauga, Ontario L4W 1Y2
(905) 624-0240

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

ED HAWRYSH, International Representative
1680 Dublin Ave., B1, Winnipeg, Manitoba R3H 1A8
(204) 694-9798 Fax: (204) 633-2554

TEAMSTERS CANADA

WESTERN REGION

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

DAVID P. KOZAK
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

Local 979 - Winnipeg ✓
RICK ASHDOWN, Secretary-Treasurer
1680 Dublin Ave., B1, Winnipeg, Manitoba R3H 1A8
(204) 694-9798 Fax: (204) 633-2554

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

CHARLESTHIBAULT
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
1300 Ages Drive, Ottawa, Ontario K1G 5T4
(613) 247-9191 Fax: (613) 247-0391

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
55 Nugget Avenue, Suite 214, Scarborough, Ont. M1S 3L1
(416) 412-7270 Fax: (416) 412-7274

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 990 - Thunder Bay ✓

JOHN MERKLEY, Secretary-Treasurer
264 Bay Street, Thunder Bay "P", Ontario P7B 1R5
(807) 344-5082 Fax: (807) 345-6090

Local 903 - Quebec

W O N FORGET, President
#22 - 5050 de Sorel, Montreal, Quebec H4P 1G5
(514) 735-1682

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

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

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA

OF THE FIRST PART

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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 four hundred (400) 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 four hundred (400) kilometers anywhere in Canada shall be performed using the hourly rates listed in the Appendices.

3. **EQUIPMENT HAULING**

The hauling of equipment over six hundred (600) kilometers into, out of, or within any area of Canada, except British Columbia, for the initial move in at the beginning of the job and the final move out at the completion of the job, 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 six hundred (600) 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** (per kilometer)

May **1/95**

| | |
|-------------------------|---------------|
| Lowbed and semi-trailer | \$0.27 |
| Pilot car | \$0.22 |

A driver working under the distance rate will receive, per day, not less than:

| | |
|-------------------------|----------|
| Lowbed and semi-trailer | \$180.00 |
| Pilot car | \$144.00 |

2. **STANDBY RATES** (per hour)

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

| | |
|-------------------------|---------|
| Lowbed and semi-trailer | \$18.00 |
| Pilot car | \$14.60 |

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.

SCHEDULED

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

1. HOURLY RATES

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

May 1/95

| | |
|--------------------------------------------------------------------------------------------------|---------|
| Prairie Provinces | \$56.00 |
| Southwestern Ontario | \$61.00 |
| Northwestern Ontario (including that portion of Local 230 north and west of 48oN and 81oW) | \$66.00 |
| Eastern Ontario: | |
| Local 91 area | \$66.00 |
| Remainder of area | \$61.00 |

The above rates are all-inclusive.

Each owner-operator dump truck shall be covered by full insurance and shall carry certificates of insurance in the truck at all times.

2. REPORTING AND CALL BACK **TIME**

An owner-operator dump truck driver shall receive three (3) 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.

3. EMPLOYER CONTRIBUTIONS, SUBSISTENCE, TRAVEL AND HOURS OF WORK

The provisions of Articles VIII, IX, X, and XII are deemed to be included in the hourly rates listed in Section 1 above.

**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 1/95 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Lowbed driver; bed tandem driver; concrete transit mix driver (contractor owned); magnum driver; warehouseman Class I | \$31.54 |
| 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, articulated dump, side dump truck driver | \$31.39 |
| Bombardier driver; nodwell driver; track truck driver (transportation); hovercraft | \$30.70 |
| "A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards | \$29.88 |
| Fuel truck driver (2000 gallons and over ex semi-trailer) | \$29.73 |
| Fuel truck driver (under 2000 gallons); vacuum truck | \$29.31 |
| Flat deck truck driver (5 tons & over); dump truck 8 yards - less than 12 yards | \$29.36 |
| Flat deck truck driver (5 tons & over with winch) | \$29.46 |
| Warehouseman Class II | \$29.51 |

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

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\$28.10

Flat deck truck driver (under 5 tons with
winch); bus, manhaul, crew cab, water
taxi driver (requires passenger carrying
license)

\$28.20

Forklifts & cranemobiles, etc. (in ware-
house area)

\$28.15

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

\$28.05

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 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 earned 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, 1995 - \$1.91 per hour
2. Training Fund:
May 1, 1995 - \$0.37 per hour
3. Pension Fund:
May 1, 1995 - \$3.40 per hour
4. Teamsters Advancement Fund:
May 1, 1995 - \$0.30 per hour
5. Pipeline Industry Promotion Fund:
May 1, 1995 - \$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. 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 Employer and the Local Union, 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,

APPENDIX 2

TEAMSTERS MAINLINE P I C -
 AGREEMENT FOR CAN A
 ALBERTA AND NORTHWEST T RITORIES

A. WAGE RATES AND CLASSIFICATION.

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

| | May 1/95 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Lowbed driver | \$31.14 |
| Bed tandem driver; concrete transit-mix driver (contractor owned); magnum driver; warehouseman Class I | \$30.31 |
| 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, articulated dump, side dump truck driver; hovercraft driver | \$29.93 |
| Bombardier driver; nodwell driver; track truck driver (transportation) | \$28.59 |
| " A frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards | \$28.54 |
| Fuel truck driver (2000 gallons and over ex semi-trailer) | \$27.97 |
| 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 | \$27.92 |
| Flat deck truck driver (5 tons & over with winch) | \$28.02 |

Flat deck truck driver (under 5 tons); farm
type tractor (transportation, material
handling); dump truck less than 8 yards:
propane truck; preheat truck \$26.67

Flat deck truck driver (under 5 tons with
winch); bus, manhaul, crew cab driver
(requires passenger carrying license) \$26.77

Forklifts and cranemobiles, etc. (in
warehouse area) \$26.72

Pickups (except when used by supervi-
sory personnel, office staff, field engi-
neering crews and maintenance crews);
pilot car or truck (where legally required);
fuel truck driver's helper \$26.22

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 earned 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, 1995 - **\$1.35** per hour
2. Pension Trust Fund
May 1, 1995 - **\$2.30** per hour
3. Training Fund:
May 1, 1995 - **\$0.15** per hour
4. Pipeline Industry Promotion Fund
May 1, 1995 - **\$0.11** per hour

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

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 PIPEL
AGREEMENT FOR CANADA
SASKATCHEWAN, MANITOBA,
BRUNSWICK, NEWFOUNDLAND,
SCOTIA & PRINCE EDWARD ISLAND**

A. WAGE RATES AND CLASSIFICATIONS

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

May 1/95

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Lowbed i | \$ |
| Bed tandem driver; concrete transit-mix driver (contractor owned); magnum driver; warehouseman Class I | \$29.84 |
| 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, articulated dump, side dump truck driver; hovercraft driver | \$29.46 |
| Bombardier driver; nodwell driver; track truck driver (transportation) | \$28.12 |
| "A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards | \$28.07 |
| Fuel truck driver (2000 gallons and over ex semi-trailer) | \$27.50 |
| 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 | \$27.45 |
| Flat deck truck driver (5 tons & over with winch) | \$27.55 |
| 1995/97 | - 45 - |
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Flat deck truck driver (under 5 tons); farm type tractor (transportation, material handling); dump truck less than 8 yards; propane truck; preheat truck \$26.19

Flat deck truck driver (under 5 tons with winch); bus, manhaul, crew cab driver (requires passenger carrying license) \$26.29

Forklifts and cranemobiles, etc. (in warehouse area) \$26.24

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 \$25.74

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 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 earned 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, 1995 - \$1.35 per hour
2. Pension Trust Fund:
May 1, 1995 - \$2.30 per hour
3. Training Fund
May 1, 1995 - \$0.37 per hour
4. Teamsters Advancement Fund
May 1, 1995 - \$0.30 per hour
5. Pipeline Industry Promotion Fund
May 1, 1995 - \$0.11 per hour

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

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 1/94 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Lowbed driver | \$31.70 |
| Bed tandem driver; concrete transit-mix driver (contractor owned); magnum driver; warehouseman Class I | \$30.88 |
| 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 articulated dump, side dump truck driver; hovercraft driver | \$30.49 |
| Bombardier driver; nodwell driver; track truck driver (transportation) | \$29.17 |
| "A" frame hiab Swedish-type cranes under 80,000 GVW & similar equipment (transportation); dump truck 12 yards - less than 24 yards | \$29.11 |
| Fuel truck driver (2000 gallons and over ex semi-trailer) | \$28.55 |
| 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 | \$28.50 |

Flat deck truck driver (5 tons & over with winch) \$28.60

Flat deck truck driver (under 5 tons); farm type tractor (transportation, material handling); dump truck less than 8 yards; propane truck; preheat truck \$27.24

Flat deck truck driver (under 5 tons with winch); bus, manhaul, crew cab driver (requires passenger carrying license) \$27.34

Forklifts and cranemobiles, etc. (in warehouse area) \$27.30

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 \$26.80

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.

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B. 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 Fund
May 1, 1995 - \$1.80 per hour
2. Pension Trust Fund:
May 1, 1995 - \$2.50 per hour
3. Training Fund:
May 1, 1995 - \$0.37 per hour
4. Teamsters Advancement Fund:
May 1, 1995 - \$0.30 per hour
5. Pipeline Industry Promotion Fund:
May 1, 1995 - \$0.11 per hour

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

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.