

**UNITED ASSOCIATION DISTRIBUTION
PIPELINE AGREEMENT FOR CANADA**

AGREEMENT made this first day of May, AD. 2004.

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:

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter referred to as the "Union") and its Local Unions having been assigned 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 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 1
COVERAGE AND DEFINITIONS**

THIS AGREEMENT shall apply to and cover the construction, installation, treating, reconditioning, taking up, rebeveling, relaying, relocating, double jointing and/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 work is more fully described below. This Agreement may be extended to cover other territory.

1.1 DISTRIBUTION PIPELINES shall include:

- 1.1.1 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.
- 1.1.2 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 and in cases of meter relocations, all piping to the downstream connection of the existing meter.
- 1.1.3 Distribution piping could be manufactured from iron, steel, aluminum, copper, brass, plastic or any other materials which might be substituted for the aforementioned.
- 1.1.4 Oil and gas gathering lines which connect directly from the well to the mainline or to or from products extraction or processing plants.
- 1.1.5 Pipelines constructed as underground cable conduits from town border stations to industrial, commercial, institutional, and residential meters.
- 1.1.6 Pipelines for 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.

1.1.7 All pipelines 6" diameter and under.

1.2 EXCLUSIONS from the coverage of this Agreement shall be:

1.2.1 Mainline pipelines as defined and covered by the United Association Mainline Pipeline Agreement for Canada.

1.2.2 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, associated with or comprising an integral part of pipeline construction.

1.2.3 Such non-destructive testing as may be combined with, associated with or an integral part of work described in 1.1 above.

1.3 The Employer recognizes that the work excluded in paragraph 1.2 is covered by other agreements and agrees to be bound by the applicable Union agreement on any such work.

1.4 DEFINITIONS of terms contained in and for the purposes of this Agreement shall include:

1.4.1 "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 includes 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.

1.4.2 "Town border station" means that point at which deliveries to the distribution systems

begin and are transformed, metered, or measured.

- 1.4.3 "Welder-Journeyman" means a qualified person employed to weld and/or fit.
- 1.4.4 "Non-welder Journeyman" means a qualified person employed as a spacer, stabber, clampman, bending mandrel operator, plastic fuser, instrumentation calibrator, technician and/or mechanic engaged in the installing, aligning, fabricating, fitting of linepipe; compression, metering or pumping piping valves, components and appurtenances; servicing of automatic welding equipment and microwire feed guns.
- 1.4.5 "Graded Helper" means a helper with special qualifications required to assist Journeymen and may include the classification of clampman and bending mandrel operator.
- 1.4.6 "Helper" on distribution systems means a person employed to perform or assist in performing work covered by this Agreement.
- 1.4.7 "Technician" for automatic welding means a qualified person employed to service and maintain automatic welding machines.

ARTICLE 2 SCOPE OF WORK

2.1 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. No Employer shall operate with spin-off companies on any work covered by this Agreement.

2.2 All work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement in all Provinces and Territories of Canada whether done by the Employer and/or any subcontractors who employ only members of the Union. In no event shall the Employer pay higher terms or conditions to any employee. The Employer shall be responsible for enforcing the wages and conditions of this Agreement on the subcontractor(s).

2.3 Where, during the term of this Agreement, industry development or practice results in a requirement for classifications or special conditions within the jurisdiction of the Union not provided for herein or in the respective appendices, the Association and the Union shall, within fifteen (15) days notice of either upon the other, commence negotiations the sole and restricted purpose of which shall be to establish such classifications or special conditions and the rates applicable thereto. In the event that such negotiations do not result in agreement upon such classifications 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 16, Grievance Procedure. Any hourly wage rate established shall become effective on the date upon which notice is given to commence negotiations.

2.4 The work coming under the jurisdiction of the Union and covered by the terms of this Agreement, as illustrated in the accompanying charts, includes all work performed by employees in the classifications referred to herein and other classifications coming within the jurisdiction of the Union. The work of preparing the pipe for welding, stopping and hot-tapping, operation of the bending mandrel, handling the clamps and the making of joints by any mode or method is recognized as the jurisdiction of the Union and the employees assigned to such work shall be Journeymen, Graded Helpers, or Welder Helpers, depending on the work involved.

2.5 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.

2.6 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.

2.7 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 1 hereof.

2.8 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 memorandum and any such amendment shall not be construed as a breach of this Agreement.

2.9 If any provision of this Agreement is in conflict with the laws or regulations of Canada or any of its Provinces or Territories in which work is to be performed, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days notice of either upon the other, shall commence negotiations the sole and restricted purpose of which shall be to provide adequate replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed upon between the Parties, the matter shall be resolved in accordance with Article 16, Grievance Procedure.

2.10 Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender or neuter gender in all situations where they would so apply.

ARTICLE 3 UNION RECOGNITION AND SECURITY

3.1 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.

3.2 The Employer shall be the judge as to the competency of any employee, and shall have the right to discharge men for just cause. The Employer, if requested by the Union, shall provide a termination slip which shall state the reason for discharge or lay-off occurring prior to job completion and whether the employee is eligible for rehire.

3.3 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.

3.4 Subject to the provisions of paragraphs 3.2 and 5.8 hereof, the appointment of Journeymen to the capacities of Pipe, Welding, or Tie-in Foremen who shall be members of the Union, is the responsibility of the Employer.

3.5 The Employer recognizes the right of the Union to enforce its Constitution in that the Employer undertakes to provide all welding equipment and shall not employ any employee who provides any vehicle or equipment. No rental equipment shall be utilized to circumvent the intent of this provision.

3.6 The Employer shall require of his employees that, as a condition of employment, 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.

3.7 As a condition of hiring and continuing 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. The Union will notify the Association in writing as to the amounts of fees, dues and assessments to be deducted from the wages of employees from time to time.

3.8 All dues, fees and assessments so deducted shall be remitted to the Local Union not later than the twentieth (20th) of the month following, together with a list showing the amount deducted for each employee.

3.9 The Local Union shall select a Journeyman member with distribution pipeline construction experience, or such other Journeyman as mutually agreed upon by the Employer and the Union, who shall be recognized as Job Steward. If the Steward selected by the Union is objected to by the Employer for 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 Journeyman and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during the working hours to perform the work of the Union but shall not abuse the privilege. It is understood the Steward shall be the last man laid-off. There shall be one Job Steward for each of the Employer's permanent yards.

3.10 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.

3.11 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 International Unions, commonly referred to as the "pipeline craft unions" namely: the Laborers International Union of North America; the International Union of Operating Engineers; the International Brotherhood of Teamsters of America; and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. The recognition of this historical precedent is hereby re-affirmed.

3.12 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 ceases to be a member in good standing of the Union upon suitable replacement being made available at the jobsite by the Local Union.

3.13 The Union will file 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 the work defined in Article 1 hereof.

3.14 In the Provinces of New Brunswick, Newfoundland, Nova Scotia and Prince Edward Island, the Employer agrees that, notwithstanding the provisions in any of the other three pipeline crafts' agreements, appendices or understandings, the assignment of any work shall be made in accordance with local area practice and Provincial Labour Board Decisions.

ARTICLE 4 JOB NOTIFICATION AND ENFORCEMENT

4.1 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 Unions having territorial jurisdiction, immediately upon his knowledge of all work to be done by the Employer and/or all sub-contractors under the terms and conditions of this Agreement. The International 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.

4.2 The Employer and the Union shall hold a Pre-job Conference before the start of the job and the Union Representatives of the Local Unions in whose jurisdictional areas the work is being performed shall be authorized by the Union to represent the Union at the Pre-job Conference and establish those job arrangements stipulated in this Agreement for the duration and 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 an Addendum, but not including the changing of any of the conditions of this Agreement nor any interpretation of any of its clauses. Any interpretation of this Agreement shall be made between the prime parties hereto so that proper application thereof may be made on the job.

4.3 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, as determined by the respective appendices attached hereto, prior to the commencement of the work.

4.4 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 Employer.

4.5 Notwithstanding paragraphs 2.6 and 4.4, these provisions will not apply to agreements that presently exist or to UA Local Unions who do not have pipeline jurisdiction assigned to them by the United Association.

ARTICLE 5 HIRING PROCEDURE

5.1 Upon receipt of the Job Notification from the Employer, the Local Union(s) shall, prior to the Pre-job Conference, provide the Employer with a list of available qualified Journeymen and Helpers.

5.2 The Employer shall have the right to select twenty-five percent (25%) of the required employees from any source, provided such employees are members of the Union. The Employer shall select fifty percent (50%) of the remainder of the required employees from the list of qualified members supplied by the Local Union(s). The remainder of the required employees shall be supplied by the Local Union(s) provided that qualified members are available.

5.3 The ratio of employees selected from and supplied by the Local Union(s) shall be maintained throughout the project.

5.4 Prior to commencing employment, all employees shall be in possession of a referral slip from the Local Union for identification purposes unless the Local Union otherwise clears an employee for hire by telegram, telex, facsimile transmission, or other means of communication.

5.5 All employees supplied by the Local Union(s) must have had previous pipeline experience and be qualified to perform the work for which they have been requested; otherwise such employees will not be dispatched unless acceptable to the Employer. The Employer shall have the right to refuse any referral prior to dispatch provided the cause for such refusal shall not be unreasonable.

5.6 Employees supplied by the Local Union must be dispatched within forty-eight (48) hours of request, exclusive of Saturdays, Sundays and holidays.

5.7 The portion of employees required by the Employer which the Local Union may be unable to supply as well as the remaining twenty-five percent (25%) required will be members of the Union when they are available. When qualified members of the Union are not available, other qualified Journeymen and Helpers may be hired subject to paragraph 3.3. The Employer shall, upon request, notify the Local Union of the names of all Journeymen hired under this provision.

5.8 In the event the Local Union is unable to provide employees, the Employer will provide every opportunity for employment to any person who has successfully completed a pipeline training course and is approved by a local joint training committee and such employee will be admitted to membership in the Local Union in accordance with paragraph 3.3.

5.9 The Foremen are excluded from the provisions of this Article.

5.10 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. The International Representative will designate the Local Union which will have jurisdiction.

5.11 The Employer shall have the right to re-start any interrupted job with the same crew laid off provided the laid off employees are available for such re-start. Any additional and/or replacement Journeymen shall be engaged in accordance with paragraph 5.2.

5.12 The Employer shall provide to the Local Union, upon request, the names and classifications of employees and subcontractors on the project.

**ARTICLE 6
WORKING RULES**

6.1 The Employer shall be the sole judge as to the number of employees required. It is recognized that the work of handling clamps, lining up of the pipe and the making of joints is the work of the Union.

6.2 It is recognized that because of the specialized nature of distribution pipeline construction work, it is necessary that the Employer have available experienced and qualified employees, and that both Parties shall cooperate to the end that all of the employees hired hereunder shall be capable of performing such work in a competent manner.

6.3 On distribution mains, short main extensions, revisions thereto and upon all other work associated with distribution pipelines, the diameter of the pipe being installed shall not be the governing factor in determining the number of Union personnel involved. Rather the daily rate of progress shall determine the additional personnel to be employed to augment the minimum requirement of one Journeyman.

6.4 Each base of operations shall employ one Journeyman and one Helper and a minimum of one Helper for each additional three Journeymen. In no event will a Welder-Journeyman be required to weld steel pipe without a UA assistant.

6.5 The Employer shall notify the Local Business Manager having jurisdiction prior to commencement of the work in his area on distribution pipelines. This notice to be in writing, a copy of which can be sent to the International Union Representative if so required.

6.6 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.

6.7 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.

6.8 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 further that in the event an employee is assigned to work calling for a higher rate of pay, he shall receive such higher rate for the full day.

6.9 The regular payday 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 wages due them at the time of lay-off or discharge must be mailed as soon as possible, but no later than two (2) of the Employer's scheduled working days following such termination. If cheques are delayed, there will be a penalty of two (2) hours straight time pay per day until the monies are delivered.

6.10 With mutual consent from the Employer and the Local Union the company may introduce electronic banking for all employees' wages and allowances on a weekly basis, ensuring that each employee will be given a pay stub outlining his hours of work each week, a breakdown of all deductions and a year to date statement of total wages and deductions.

6.11 When an employee terminates employment voluntarily, the employee shall be issued the cheque(s) for wages and allowances due and the record of employment form within five (5) regular working days of such termination to the employee's last known address by Priority Post, or in accordance with written instructions from the employee to the Employer's representative on the job site.

6.12 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 of written request with a cheque in the equivalent of the subsistence allowance payable. Where camps are not provided in remote areas devoid of normal banking 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.

6.13 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.

6.14 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 shall not be deemed to be a breach of this Agreement and shall not be a reason for discharge.

6.15 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.

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

6.17 The Job Steward shall represent the Union as a member of any Job Safety Committee and he, or another committee member representing one of the Unions, depending upon the nature of the inspection, shall be made freely available by the Employer to accompany any authorized governmental representative on any project inspection.

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

6.19 The Employer shall provide rain suits, safety certified rubber boots, gloves, and fire retardant coveralls, when required, and safety hats at no cost to the employee provided the employee returns same on termination of employment.

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

6.21 Employees will be permitted a fifteen minute work break for each half shift worked during working hours provided that this will be done in such a manner as will least interfere with the continuous performance of the work.

6.22 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.

6.23 The Employer will provide parking at the warehouse and/or marshalling point. During cold weather operation the Employer will provide for vehicle starting.

6.24 The Employer shall provide portable sanitary facilities for all employees where necessary.

6.25 The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) period. In the event an employee does not receive eight (8) consecutive hours of rest prior to his next shift, he shall be paid at the applicable overtime rate until he receives at least eight (8) consecutive hours of rest. This clause does not apply to emergency call-backs.

**ARTICLE 7
WAGE RATES AND CLASSIFICATIONS**

7.1 DISTRIBUTION PIPELINES

7.1.1 The hourly rates of wages for employees covered by the Agreement engaged on Distribution Pipelines in the following zones shall be:

- (a) Metro Toronto and the Regional Municipalities of Peel, York and Durham.
- (b) Jurisdictional area of Local 46 except as provided for in (a) above.
- (c) All other areas except Atlantic Canada.
- (d) Local Union 71 (Fuser rate only)
- (e) Atlantic Canada

Helper *	May 1 2004	Nov 1 2004	May 1 2005	May 1 2006
Zone				
(a)	26.66	27.02	27.76	28.53
(b)	25.45	25.80	26.50	27.23
(c)	24.89	25.23	25.92	26.63
(e)	18.56	18.80	19.29	19.81

* Rate must not be less than the applicable General Laborer for the same area.

Graded Helper	May 1 2004	Nov 1 2004	May 1 2005	May 1 2006
Zone				
(a)	27.18	27.55	28.30	29.09
(b)	25.96	26.31	27.03	27.78
(c)	25.40	25.75	26.45	27.18
(e)	19.07	19.32	19.82	20.36

Fuser	May 1 2004	Nov 1 2004	May 1 2005	May 1 2006
Zone				
(a)	31.87	32.31	33.21	34.14
(b)	30.66	31.08	31.94	32.84
(c)	26.83	27.20	27.94	28.72
(d)	29.92	30.33	31.17	32.04
(e)	23.16	23.47	24.10	24.76

Non-Welder Journeyman	May 1 2004	Nov 1 2004	May 1 2005	May 1 2006
Zone				
(a)	31.87	32.31	33.21	34.14
(b)	30.66	31.08	31.94	32.84
(c)	29.85	30.26	31.10	31.97
(e)	29.43	29.83	30.66	31.52

Welder Journeyman	May 1 2004	Nov 1 2004	May 1 2005	May 1 2006
Zone				
(a)	33.71	34.18	35.14	36.13
(b)	32.43	32.87	33.79	34.74
(c)	32.17	32.62	33.53	34.47
(e)	31.68	32.12	33.01	33.94

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

7.1.2 The total hourly wage package for the Helper, which is the sum of the hourly wage rate, plus vacation and statutory holiday pay, plus pension, welfare, and training contributions will be not less than the hourly wage package for the General Laborer.

7.1.3 For shifts commencing at or after 6:00 PM, employees will be paid a premium of \$2.00 per hour.

7.2 NORTHERN WORK

7.2.1 Hourly rates of wages for employees covered by this Agreement when employed north of 60° latitude shall be one dollar (\$1.00) per hour higher than those provided in 7.1 above.

7.2.2 The special provisions of "Requirements for Northern Work" as appended hereto shall apply and the provisions of paragraph 10.6 are hereby modified accordingly.

7.3 UA ADMINISTRATION FUND

The Employer shall deduct from each employee's earnings at the rate of ten cents (10¢) per hour earned for the UA Administration Fund. This amount shall be remitted to the Local Union having area jurisdiction over the work being performed together with the monthly remittance to the Health and Welfare Fund.

7.4 UA DISTRIBUTION ORGANIZING FUND

The Employer shall deduct from each employee's earnings at the following rate for each hour of work earned for the UA Distribution Organizing Fund:
May 1, 2004 - 40¢ per hour

This amount shall be remitted to the Local Union having area jurisdiction over the work being performed together with the monthly remittance to the Health and Welfare Fund.

The United Association acknowledges the importance of ensuring a strong union presence in the Distribution Pipeline sector of the construction industry and the necessity of implementing strategies to maintain, regain and expand employment opportunities for the future.

7.5 UA POLITICAL ACTION FUND

The Employer shall deduct one cent (1¢) per hour from each employee's earnings for each hour of work earned for the UA Political Action Fund. This amount shall be remitted to the Local union having area jurisdiction over the work being performed together with the employee's field dues as described in 7.6 below.

7.6 The Employer shall deduct and remit from each employee's earnings the field dues established by the Local Union, which may be amended periodically. The Local Union shall notify the Employer of the amounts to be deducted and remitted with the monthly contribution reports to the administrator.

7.7 The Local Union will provide the Employer with a deduction and remittance schedule detailing all the employee's contributions as established by the Local Union to be included on the monthly contribution report form.

**ARTICLE 8
EMPLOYER CONTRIBUTIONS**

8.1 Employer contributions in the amounts indicated in sections 8.2, 8.3 and 8.4 shall be made on all hours earned which are included in computing the eight (8) hours per day and forty (40) hours per week after which overtime is payable and shall be recorded on a standard remittance report provided by the Union and remitted on or before the twentieth (20th) day of the month following the month for which contributions are due and payable, to the Trust Funds. Hours earned are interpreted to mean daily travel time, daily

working time, reporting time, and testing time. Contributions for overtime hours are calculated at one and one-half times the contribution rate on time and one-half hours and two times the contribution rate on double time hours.

8.2 Canadian Pipeline Industry Trust Funds:
The rates at which the Employer shall contribute to jointly administered Canadian Pipeline Industry Trust Funds on behalf of each of the following employees employed under the terms of this Agreement and for the following purposes shall be:

8.2.1 National Pension Plan Fund:

Journeyman & Helpers:

May 1, 2004 - \$4.65

Nov 1, 2004 - \$4.80

May 1, 2005 - \$4.90

May 1, 2006 - \$5.00

The National Pension Plan shall be administered by a Board of Trustees consisting of three (3) members appointed by the Director of Canadian Affairs of the Union and three (3) members appointed by the President of the Association.

8.2.2 National Training Fund:

Journeyman & Helpers:

May 1, 2004 - \$0.20

Five cents (\$0.05) of this amount will be applied to the UA International Training Fund. The National Training Fund shall be administered by a Board of Trustees consisting of three (3) members appointed by the Union and three (3) members appointed by the Association.

8.2.3 National Distribution Fund:

Journeyman & Helpers:

May 1, 2004 - \$0.36

The National Distribution Fund shall be administered by a Board of Trustees appointed by the United Association Director of Canadian Affairs.

8.2.4 Distribution Industry Advancement Fund:

Journeyman & Helpers:

May 1, 2004 - \$0.20

The UA Distribution Industry Advancement Fund shall be administered by a committee appointed by

the United Association and the Pipe Line Contractors Association of Canada.

- 8.3 Health and Welfare Fund:
The rate at which the Employer shall contribute to Local Union Health and Welfare Funds on behalf of each of the following employees employed under the terms of this Agreement shall be:
(The following rates include 3 cents as per paragraph 8.3.3)

Journeyman & Helpers:

May 1, 2004 - \$1.85

May 1, 2005 - \$2.05

May 1, 2006 - \$2.25

- 8.3.1 Contributions shall be recorded on the standard remittance form provided by the Union and remitted by electronic transfer with a copy of the standard remittance report sent by fax transmission to the Health and Welfare Fund of the Local Union having area jurisdiction over the work being performed on or before the twentieth (20th) day of the month following the month for which contributions are to be made.

- 8.3.2 In the event that the Local Union having area jurisdiction over the work being performed does not have an established Health and Welfare Fund, remittances will be made to such other Local Union Fund as the Union may designate having such established fund and such designated Local Union shall provide coverage for all eligible employees.

- 8.3.3 In the Province of Ontario, the Employer will contribute an additional three cents (\$.03) per hour earned to the Local Union Health and Welfare Plans to assure continuation of benefit coverage as provided for in Ontario Bill 162 and the Memorandum of Understanding attached to this Agreement.

- 8.4 Alcohol/Drug Abuse Fund (Ontario only)
On all work in the Province of Ontario, the Employer will contribute one cent (1¢) for each hour earned and

will deduct from each employee one cent (1¢) for each hour earned and remit the total of two cents (2¢) for each hour of work earned to the Administrator of the Local Union Health and Welfare Fund for the Alcohol/Drug Abuse Fund (De Novo).

- 8.5 Services To Enhance Lifestyles Of Indigents Fund:
On all work north of 60° latitude, the rate at which the Employer shall contribute to the Services To Enhance Lifestyles Of Indigents Fund shall be:
Journeyman & Helpers
May 1, 2004 - \$0.25
The S.T.E.L.O.I. fund shall be administered by a Board of Trustees appointed by the UA Director of Canadian Affairs.

- 8.6 Pipeline Industry Promotion Fund:
The rate at which the Employer shall contribute to the Pipeline Industry Promotion Fund for each hour of work performed by each employee shall be:
Journeyman & Helpers:
May 1, 2004- \$0.25
May 1, 2005 \$0.27
May 1, 2006 - \$0.29
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

8.7 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.

8.8 All such funds 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 fees for services rendered by the Association.

8.9 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 liquidated damages to the extent that such may be necessary

for the protection of the beneficiaries of such Trust Funds. In the event that any Employer is delinquent in his contributions to the above funds for more than thirty (30) days, the Employer and the Association shall be notified of such delinquency. If after five (5) days from such notice such delinquency has not been paid, the Employer shall pay to the applicable funds, as liquidated damages, and not as a penalty, an amount equal to ten percent (10%) of the arrears for the month, or part thereof, in which the Employer is in default. Thereafter, interest shall accumulate at the rate of two percent (2%) per month (24% per year compounded monthly) on any unpaid arrears, including liquidated damages.

8.10 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.

8.11 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 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.

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

**ARTICLE 9
OVERTIME AND HOLIDAY PAY**

9.1 The work week shall begin on Sunday and shall end Saturday. 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 on Saturday shall be paid at the rate of time and one-half the straight time rate and all hours worked on Sunday shall be paid 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, Christmas Day, and Boxing Day and any such day proclaimed a general holiday by the Federal or Provincial Governments shall be paid for at double the straight time hourly rate, provided that where one of the holidays above mentioned falls during the work week, all hours worked that week by an employee, other than on Saturday, Sunday or the holiday, in excess of ten (10) hours per shift and forty (40) straight time hours shall be paid for at the rate of time and one-half the straight time rate. Upon mutual agreement, in writing, between the Employer and the Local Union business representative the regular work week may be adjusted to allow for the working of four consecutive regular work days consisting of four ten hour days.

9.2 If one of the holidays in paragraph 9.1 falls on Sunday, it shall be observed on Monday. Accordingly, if such an event occurs, 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 other than waiting time if applicable. In the event that one of the above holidays falls during the work week, the Employer, at his option, may designate an alternate day to be substituted for such holiday in order to provide, where possible, for a long weekend.

9.3 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 pay and statutory holiday pay by applicable Government Orders or Regulations. Where the applicable Governmental Orders or Regulations require payment in excess of the percentages provided for herein, payment shall be made in accordance with such

Orders or Regulations. On each paycheque the employee will receive vacation pay in accordance with the applicable legislation and the balance of the employee's accruals will be regarded as statutory holiday pay.

ARTICLE 10
WAREHOUSE, TRAVEL, AND SUBSISTENCE

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

10.2 The time of the men shall start when the men leave the warehouse and/or marshalling point for the jobsite and shall end at quitting time on the jobsite; however, the lunch period shall be excluded. Should the trip to the warehouse at the end of the shift exceed one-half (1/2) hour the Employer shall pay the equivalent of one-half (1/2) hour at the applicable rate for that day for each thirty (30) minutes or portion thereof travelled in excess of thirty (30) minutes. Any employee responsible for driving a company vehicle shall be paid for all time required to drive to and from the warehouse and/or marshalling point at the start and finish of the shift.

10.3 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, 2004 - \$82.00 per working day.

May 1, 2005 - \$84.00 per working day.

May 1, 2006 - \$86.00 per working day.

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

In the event the Employer establishes additional temporary bases of operations, an employee shall receive a travel allowance for each working day of:

May 1, 2004 - \$0.45 per kilometre

May 1, 2005 - \$0.47 per kilometre

May 1, 2006 - \$0.50 per kilometre

over the shortest route for all kilometres travelled in excess of forty (40) kilometres daily each way up to a maximum of sixty-five dollars (\$65.00) per day for the distance travelled between the Local Union dispatch office and the job, or his permanent residence and the job, whichever is less.

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

10.4.1 After fifteen (15) working days on the job, or at job completion, whichever first occurs:

May 1, 2004 - \$0.45 per highway kilometre

May 1, 2005 - \$0.47 per highway kilometre

May 1, 2006 - \$0.50 per highway kilometre

via the shortest route from the city where he was hired to the point of commencement of employment, less the cost of any transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer. Waiting time days and testing days shall be included in computing the fifteen (15) days.

10.4.2 After twenty-one (21) working days on the job if he is performing his work satisfactorily and is terminated by the Employer or is terminated through circumstances beyond the control of the employer or himself, or at job completion, whichever is later, return travel expense at:

May 1, 2004 - \$0.45 per highway kilometre

May 1, 2005 - \$0.47 per highway kilometre

May 1, 2006 - \$0.50 per highway kilometre

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.

10.4.3 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; PROVIDED however, that employees entitled to receive waiting time as computed in Article 12 if a working day is consumed during the move shall receive such waiting time.

**ARTICLE 11
TESTING TIME**

Journeymen shall be tested or placed on waiting time upon arrival at the jobsite on the day designated by the Employer for arrival and shall be entitled to testing time pay at the applicable straight time Journeyman rate provided for in Article 7 as follows:

11.1 Eight (8) hours pay to a Journeyman required to take a qualifications test and who completes such test successfully. Such testing time pay shall be in addition to any pay for hours worked the day of the test and the hours paid for under this provision shall be included in computing the straight time work week after which overtime is payable.

11.2 Four (4) hours pay to a Journeyman required to take a qualifications test and who does not complete such test successfully. Any welder helper assisting welders in their qualifications test shall be placed on the payroll and be paid for all hours for which he is entitled under this Agreement.

11.3 Four (4) hours pay in addition to any pay for hours worked to a Journeyman who is qualified without taking a test, except where such Journeyman is merely moving from one spread or gang to another on the same job no testing time pay shall be required.

11.4 Unless otherwise mutually agreed upon, on those jobsites where welding tests are required for automatic welding process, employees required to so test shall also successfully pass an equivalent test for a stick procedure.

11.5 The joining of plastic pipe using the fusion method shall be the exclusive jurisdiction of the Union and

employees selected to train for or take a qualifications test shall be chosen from members of the United Association.

11.6 The Employer will notify the Local Union of all scheduled test dates and locations.

ARTICLE 12 WAITING TIME

Journeyman shall be paid a lump sum as waiting time pay based on the applicable straight time Journeyman rate provided for in Article 7 as follows:

12.1 The equivalent of five (5) hours pay for any working day lost during the regularly scheduled work week.

12.2 If no work is performed on a holiday designated in this Agreement, no waiting time shall be paid.

12.3 Notwithstanding the provisions of 12.1 and 12.2, 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.

12.4 In no event shall waiting time payments provided for hereinabove be included in computing the hours of work on which overtime is payable.

ARTICLE 13 REPORTING TIME

Reporting time shall be paid to an employee who has reported to the jobsite in person in a competent condition to carry out his duties as follows:

13.1 Journeyman

13.1.1 Five (5) hours pay at the applicable rate for that day to any Journeyman entitled to waiting time as in Article 12, who performs any work

of not more than four (4) hours duration and is then prevented from completing a day's work for any reason.

13.1.2 Eight (8) hours pay at the applicable rate for that day to any employee who performs work of more than four (4) but less than eight (8) hours.

13.2 Helpers

13.2.1 Five (5) hours pay at the applicable rate for that day to any Helper who reports for work at the scheduled starting time and for whom no work is provided. This payment shall be made notwithstanding the employee has not been ordered to report that day provided he has been working regularly and the Employer has failed to notify him before 8:00 p.m. the preceding day not to so report.

13.2.2 Five (5) hours pay at the applicable rate for that day to any Helper who reports for work and performs work of not more than four (4) hours duration.

13.2.3 Eight (8) hours pay at the applicable rate for that day to any Helper who performs work of more than four (4) but less than eight (8) hours duration.

13.3 Hours paid under the provisions of 13.1 and 13.2 shall be included in computing the hours of work on which overtime is payable.

13.4 Notwithstanding the provisions of 13.1 and 13.2, 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.

13.5 Notwithstanding the provisions of 13.1 and 13.2, when any employee refuses to work or to continue to work, or work stoppage conditions brought about by a third party or third parties 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.

13.6 Call back time pay shall be four (4) hours or the number of hours actually worked, whichever is greater, at the applicable rate for that day to any employee who, having completed his work for 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.

**ARTICLE 14
WORK STOPPAGES, SECONDARY BOYCOTTS,
AND JURISDICTIONAL DISPUTES**

14.1 There will be, during the term of this Agreement and as to any work covered hereby, no slowdown, no stoppage of work, no strike and no lockout, 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.

**ARTICLE 15
SPECIAL WORK**

15.1 The jurisdiction of the work described in Article 15 of the Mainline Pipeline Agreement will also apply to the Distribution sector.

15.1.1 On pressure testing of distribution pipelines, the fabrication and installations of manifolds and valves and the installation/removal of all temporary lines shall be performed by members of the United Association.

15.1.2 The minimum manning requirement on pressure testing shall be one Journeyman. Should additional manpower be required, welder helpers will assist.

15.1.3 Where the Employer is responsible for monitoring the test, this work shall be the jurisdiction of the United Association.

**ARTICLE 16
GRIEVANCE PROCEDURE**

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

16.2 The Job Steward or Business Manager, or the Business Representative under the direction of the Business Manager, of the Local Union shall attempt to resolve the difference on the job with the Foreman or Superintendent of the Employer.

16.3 If the difference is not resolved within five (5) working days 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.

16.4 Upon receipt of the matter complained of in writing, the Executive Director and the International Representative shall take such steps within forty-eight (48) hours as they deem necessary to attempt to adjust such difference of opinion or dispute. If the difference is not resolved within five (5) days of receipt of written submission, the Executive Director and the International Representative may, upon mutual agreement of the parties, refer the matter to a Pipeline Industry Grievance Panel.

16.5 Where the parties agree to refer the matter to a Pipeline Industry Grievance Panel, such Panel shall be drawn from among the regular and alternate members of the Canadian Pipeline Advisory Council or their designated substitutes. The Chairman of the Advisory Council shall

appoint two (2) representatives of the participating Unions and the Chairman of the National Labour Relations Committee shall appoint two (2) representatives of the participating Association Members to serve on the Panel.

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

16.6 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.

16.7 In the event that the parties do not agree to the Panel procedure or the Panel arrives at a majority decision which either party to the dispute is unwilling to accept, or the Panel is unable to arrive at a decision within the prescribed time limits, the matter shall be referred to an Arbitration Board consisting of two (2) members, one to be named by the Employer and one by the Union. These two (2) members shall choose a third member as Chairman. If either party to the dispute fails to appoint its member or if no third member can be agreed upon within forty-eight (48) hours, then application shall be made to the appropriate governmental authority over labour matters for the appointment of a person to represent the defaulting party or a third member to act as Chairman. The Arbitration Board shall meet and render its decision within fourteen (14) days, however, this time limit may be extended by mutual consent.

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

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

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

ARTICLE 17
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 18
LIABILITY

18.1 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.

18.2 It is agreed that the Union shall not be liable for activities in violation of this Agreement by any Local Union or its officers and agents, nor shall it be subjected to claims or lawsuits relative thereto. It is further agreed that the Union, upon receipt of notice of activities of a Local Union which are in violation of this Agreement, shall make every effort to resolve the situation; provided, however, it is understood that by making such effort the Union does not thereby assume any liability whatever.

**ARTICLE 19
EFFECTIVE DATE, TERMINATION,
AND RENEWAL**

19.1 This Agreement shall become effective on the first day of May, AD., 2004, and shall continue in full force and effect until the thirtieth day of April, AD., 2007 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.

19.2 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.

19.3 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.

19.4 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 Mississauga in the Province of Ontario the 17th day of May, AD., 2004.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA

L. R. Mullin
Chairman, Distribution
Negotiating Committee

B. L. Brown
Executive Director

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

Michel Grenier
Director of Canadian Affairs

G. Bentley
International Representative

G. Morin
International Representative

B. Strong
International Representative

B. Tozer
International Representative

M. Zangari
International Representative

I. Anderson
Special Representative

IN WITNESS WHEREOF, we, the undersigned hereby attach our hands and seals to this Agreement, concluded at the City of Mississauga in the Province of Ontario, the 17th day of May, AD., 2004.

LOCAL UNIONS HAVING TERRITORIAL JURISDICTION OVER DISTRIBUTION PIPELINE WORK IN CANADA:

Local 46 Toronto, Ont.	Local 56 Halifax, N.S.
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Local 67 Hamilton, Ont.	Local 71 Ottawa, Ont.
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Local 144 Montreal, Que.	Local 170 Burnaby, B.C.
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Local 221 Kingston, Ont.	Local 254 Winnipeg, Man.
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Local 463 Bowmanville, Ont.	Local 488 Edmonton, Alta.
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Local 508 Sault Ste. Marie, Ont.	Local 527 Kitchener, Ont.
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Local 552 Windsor, Ont.	Local 593 London, Ont.
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LOCAL UNIONS HAVING TERRITORIAL JURISDICTION OVER DISTRIBUTION PIPELINE WORK IN CANADA: (continued)

Local 628
Thunder Bay, Ont.

Local 663
Sarnia, Ont.

Local 666
Niagara Pen., Ont.

Local 740
St. John's, Nfld.

Local 800
Sudbury, Ont.

MEMORANDUM OF UNDERSTANDING

In recognition of and in compliance with the provisions of Ontario Bill 162, the parties agree to apply the following procedure in ensuring the required funding of the Local Union Health and Welfare Plans.

- (a) Each Local Union's Health and Welfare Plan will be subject to an actuarial audit to determine the appropriate hourly contribution to fund the continuation of Health and Welfare benefits stipulated in Ontario Bill 162.
- (b) The auditor's actuarial report and subsequent claims experience will determine the hourly contribution required to fund the Plan. In the event continuation of benefit coverage becomes funded through government taxation or any other method, the hourly contribution will cease and all reference will be removed from this Agreement.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

L. R. Mullin

B. L. Brown

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

M. A. Grenier

J. Hogarth

R. Giardetti

R. Tius

**EMPLOYERS BOUND BY THE
UNITED ASSOCIATION
PIPELINE AGREEMENTS FOR CANADA**

The Pipe Line Contractors Association of Canada represents as agent for collective bargaining with the United Association of Journeymen and Apprentices of the United States and Canada the following Employers of employees in the pipeline construction industry within Canada in accordance with the applicable legislation:

ALBERTA

By Registration:

Abco Supply & Service Ltd.
Aecon Civil & Utilities
Alberta Mobile Air Compression Services
Anderson Webb
Antagon Pipelines Company Ltd.
A.S.A. Construction Ltd.
Atlantic Pipeline Resources Inc.
Banister Majestic Inc.
Banister Pipeline Construction Company
Banister Pipelines Inc.
Bechtel Canada Limited
BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities
Bolder Concrete Ltd.
Canadian Subaqueous Pipelines Ltd.
Canapipe Construction Ltd.
Capco Environmental & Hydrostatic Testing Inc.
Carbrook Contracting Ltd.
Carmax Truck Lines Ltd.
Cedar Mechanical Co. Ltd.
Chancellor Industrial Construction Ltd.
Chinook Construction & Engineering Ltd.
Cliffside Pipelayers Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
Coolsaet Pipeline Ltd.
Dillingham Construction Ltd.
Dresser Industries Inc. - Dresser Titan Div.
Dynasty Pipeline Ltd.
Eveready Industrial Services Limited

Flint Energy Services Ltd.
Formac Pumping Services Limited
Geleman Enterprises Ltd.
Genstar Construction Limited
Global Air Drilling Services Ltd.
Hat Pipeline Construction
H.C. Price of Canada Ltd.
Henuset Pipeline Constr. Ltd.
Interpro Contractors Ltd.
J.L. Cox & Son, Inc.
Junior Service & Repair Ltd.
K-R-M Construction
Kana Oilfield Services Ltd.
Kaps Transport Ltd.
Kevin MacDonald Welding Ltd.
Kiewit Pipeline Ltd.
Kordyban Transport (1980) Ltd.
Kuntz and Sanderson Welding Ltd.
Lackie Pipestringing Ltd.
Leonard Pipeline Contractors Ltd.
Long Branch Contractors Ltd.
Loram International Ltd.
Lorenzo Environmental Contractors Ltd.
Louisbourg Pipelines Inc.
McCaws Drilling & Blasting Ltd.
Majestic Contractors Limited
Mannix Co. Ltd.
Marine Pipeline Construction of Canada (1993)
MHG International Ltd.
Mi-Pal Holdings Ltd.
Milbar Hydro-Test Ltd.
National Caterers Ltd.
New-Ven Pumping Services Ltd.
Noceta Enterprises (1981) Ltd.
Nor-Can Construction Ltd.
Nor-Pipe Construction Limited
North American Construction Ltd.
Northern Construction Company Ltd.
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
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
Pipecote Services Limited
Plains-Pacific Construction Inc.
PPC Prairie Pipeline Contractors Ltd.
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Robert B. Somerville
ROK Pipeline Inc.
Romieke Pipeline Welding & Fabrication Ltd.
Ron May Trucking and Excavating Ltd.
RPA Contracting Ltd.
Sartori & Son Company Limited
Seggow Construction & Clearing Ltd.
Sie-Mac Heavy Haulers Ltd.
Spear Construction Inc.
Spie Construction Inc.
Steen Pipelines
Square M Construction Limited
Stringtest Pipelines Inc.
Sulcon Pipeline Weights Ltd.
Summit Pipeline Services Ltd.
Supernal Welding and Consulting Ltd.
Torchline Corporation
Totran Transport Ltd.
Transline Ltd.
True Test Pipeline Services
Tucker Pipelines Limited
T.W. Johnstone Company Limited
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 Majestic Inc.
Bartsch Pipe Welding Limited
Bolder Concrete Ltd.
Canadian Bechtel Limited
Canadian Subaqueous Pipelines Ltd.

Caird Mechanical Contractors Ltd.
Chinook Construction & Engineering Ltd.
C. Victor Koran Ltd.
Dillingham Pipeline Construction Ltd.
Dresser Titan Div. of Dresser Industries
English & Lepage Ltd.
H.C. Price of Canada Ltd.
Ideal Welders Ltd.
Interpro Contractors Ltd.
Lafarge Canada
Loram International Ltd.
Marine Pipeline Construction of Canada (1993)
Pat McNulty Limited
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Procan Industries Ltd.
RPA Contracting Ltd.
Totran Transport Ltd.
V.R. Price Welding & Mechanical Ltd.

By Appointment:

Abco Supply & Service Ltd.
Aecon Civil & Utilities
Anderson Webb
A.S.A. Construction Ltd.
Atlantic Pipeline Resources Inc.
Banister Pipeline Construction Company
Banister Pipelines Inc.
BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities
Bolder Concrete Ltd.
Capco Environmental & Hydrostatic Testing Inc.
Chancellor Industrial Construction Ltd.
Consamar Inc.
Continental Electric Ltd.
Coolsaet Pipeline Ltd.
Dillingham Construction Ltd.
Flint Energy Services Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
J.L. Cox & Son, Inc.
Kana Oilfield Services Ltd.
Kevin MacDonald Welding Ltd.
Kiewit Pipeline Ltd.

Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Lafarge Construction Materials
Louisbourg Pipelines Inc.
Marine Pipeline Construction of Canada (1993)
National Caterers Ltd.
Nor-Pipe Construction Limited
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
O.J. Pipelines Corp.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Robert B. Somerville
ROK Pipeline Inc.
RPA Contracting Ltd.
R. W. Patton Limited Excavating
Sartori & Son Company Limited
Spie Construction Inc.
Steen Pipelines
Stringtest Pipelines Inc.
Summit Pipeline Services Ltd.
Supernal Welding and Consulting Ltd.
Torchline Corporation
Transline Ltd.
True Test Pipeline Services
T.W. Johnstone Company Limited
Universal Pipe Line Enterprises Ltd.
Waschuk Pipe Line Construction Ltd.

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

By Appointment:

Abco Supply & Service Ltd.
Aecon Civil & Utilities
Anderson Webb
A.S.A. Construction Ltd.
Atlantic Pipeline Resources Inc.
Banister Pipeline Construction Company
Banister Pipelines Inc.

BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities
Bolder Concrete Ltd.
Capco Environmental & Hydrostatic Testing Inc.
Chancellor Industrial Construction Ltd.
Consamar Inc.
Continental Electric Ltd.
Coolsaet Pipeline Ltd.
D. W. Sartori Contracting Ltd.
Dillingham Construction Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
J.L. Cox & Son, Inc.
Kana Oilfield Services Ltd.
Kevin MacDonald Welding Ltd.
Kiewit Pipeline Ltd.
Kordyban Transport (1980) Ltd.
Lafarge Construction Materials
Louisbourg Pipelines Inc.
Marine Pipeline Construction of Canada (1993)
National Caterers Ltd.
Nor-Pipe Construction Limited
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
O.J. Pipelines Corp.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Robert B. Somerville
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Spie Construction Inc.
Steen Pipelines
Stringtest Pipelines Inc.
Summit Pipeline Services Ltd.
Supernal Welding and Consulting Ltd.
Torchline Corporation
True Test Pipeline Services
T.W. Johnstone Company Limited
Universal Pipe Line Enterprises Ltd.

Venture Utility Contractors Limited
Waschuk Pipe Line Construction Ltd.

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Anderson Webb
Antagon Pipelines Company Ltd.
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Banister Pipeline Construction Company
Banister Pipelines
Bechtel Canada Limited
Beaver Pipeline Construction Limited
BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities
Bolder Concrete Ltd.
Canadian Subaqueous Pipelines Ltd.
Capco Environmental & Hydrostatic Testing Inc.
Chancellor Industrial Construction Ltd.
Clement Utility Contractors
Cliffside Utility Contractors
Con-Elco Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
Coolsaet Pipeline Ltd.
C.S.I. Hydrostatic Testers
Dillingham Construction Ltd.
D.W. Sartori Contracting Company (1985) Ltd.
Formac Pumping Services Limited
General Pipeline Contractors Limited
G.M. Gest Inc.
Global Air Drilling Services Ltd.
H.B. Contracting Ltd.
H.C. Price of Canada Ltd.
Huron Pipelines Limited
Inter-Provincial Construction Limited
J.L. Cox & Son, Inc.
John Vail Pipeline Contractors
Joyce-Leonard Canada Ltd.

J.W. Cain Limited
Kana Oilfield Services Ltd.
Kel-Gor Limited
Kevin MacDonald Welding Ltd.
Kiewit Pipeline Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
LamSar Mechanical Contractors Ltd.
Lakeland Pipelines Ltd.
Leonard Pipeline Contractors Ltd.
Link-Line Contractors Ltd.
L.M. Welter Ltd.
Loram International Ltd.
Louisbourg Pipelines Inc.
Majestic Contractors Limited
Mannix Co. Ltd.
Marine Pipeline Construction of Canada Company
Matthews Pipeline Ltd.
McCaws Drilling & Blasting Ltd.
McDace Limited
MHG International Ltd.
Milbar Hydro-Test Ltd.
Mortele Cove Lumley Ltd.
National Caterers Ltd.
New-Ven Pumping Services Ltd.
Nicholls-Radtke & Associates Limited
Nor-Pipe Construction Limited
Northern Construction Company Ltd.
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
O.J. Pipelines Corp.
Pan Cana Associated Contractors Ltd.
Pashco Blasting Ltd.
Pat McNulty Co. Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pemrow Pipelines Construction Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Permanent Lafarge
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Premier Pipelines Limited
Rhucon (1988) Inc.
R.L. Coolsaet of Canada Ltd.

Robert B. Somerville Co. Limited
Robert Christoph
Robert J. Fierheller
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Sombra Welding Limited
Spie Construction Inc.
Steen Pipelines
Stringtest Pipelines Ltd.
Summit Pipeline Services Ltd.
Superior Pipeline Contractors Ltd.
Supernal Welding and Consulting Ltd.
True Test Pipeline Services
T.W. Johnstone Company Limited
Universal Pipe Line Enterprises Ltd.
Waschuk Pipe Line Construction Ltd.
Waynco Ltd.
Wiley Oilfield Hauling Ltd.
Williams Pressure Service Ltd.

SASKATCHEWAN

By Designation:

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Banister Majestic Inc.
Banister Pipeline Construction Company
Banister Pipelines Inc.
BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities
Bolder Concrete Ltd.
Capco Environmental & Hydrostatic Testing Inc.
Chancellor Industrial Construction Ltd.
Cliffside Utility Contractors
Consamar Inc.
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Dillingham Construction Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
Hat Pipeline Construction
Heritage Pipeline Construction Prairies Limited

J.L. Cox & Son, Inc.
Kana Oilfield Services Ltd.
Kevin MacDonald Welding Ltd.
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Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Louisbourg Pipelines Inc.
Majestic Contractors Limited
Marine Pipeline Construction of Canada (1993)
National Caterers Ltd.
Nor-Pipe Construction Limited
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Lafarge
Prairie Pipeline Contractors Ltd.
Premay Pipeline Hauling Ltd.
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Rattler Resources Ltd.
R.L. Coolsaet of Canada Ltd.
Robert B. Somerville Co. Limited
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Spie Construction Inc.
Steen Pipelines
Stringtest Pipelines Inc.
Summit Pipeline Services Ltd.
Supernal Welding and Consulting Ltd.
Torchline Corporation
True Test Pipeline Services
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SCHEDULE B

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2004/2007rev05/05

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**UNITED ASSOCIATION DISTRIBUTION PIPELINE
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