



LiUNA!



2015 – 2017

**PIPELINE MAINTENANCE AND SERVICE
AGREEMENTS FOR CANADA
(Combined for Reference Only)**

TABLE OF CONTENTS

ARTICLE 1	Recognition	Pg. 5
ARTICLE 2	Scope of Work	Pg. 5
ARTICLE 3	Union Security	Pg. 6
ARTICLE 4	Job Notifications and Enforcement	Pg. 7
ARTICLE 5	Grievance Procedure	Pg. 7
ARTICLE 6	No Strikes, No Lockouts	Pg. 8
ARTICLE 7	Safety, Sanitation and Shelter	Pg. 9
ARTICLE 8	Payments of Wages and Layoff	Pg. 9
ARTICLE 9	Statutory Holidays and Vacation Pay	Pg. 10
ARTICLE 10	Hours of Work and Overtime	Pg. 10
ARTICLE 11	Recall and Premium Time Call-Out	Pg. 10
ARTICLE 12	Reporting and Stand-by Time	Pg. 11
ARTICLE 13	Travel and Warehouse	Pg. 11
ARTICLE 14	Room and Board	Pg. 12
ARTICLE 15	Wage Rates	Pg. 12
ARTICLE 16	Employer Contributions	Pg. 12
ARTICLE 17	Enabling Clause	Pg. 14
ARTICLE 18	Duration of Agreement	Pg. 14
 APPENDIX A - Operating Engineers		Pg. 15
	A1 Wage Rates	Pg. 15
	A2 Employer Contributions	Pg. 16
	A3 Union Security	Pg. 17
	A4 Hiring & Lay-off Procedure	Pg. 18
	A5 Pipeline Construction Safety Training (PCST)	Pg. 19
	A6 Tools.....	Pg. 19
 APPENDIX B - Laborers		Pg. 20
	B1 Wage Rates	Pg. 20
	B2 Employer Contributions	Pg. 21
	B3 Union Security	Pg. 21
	B4 Hiring & Lay-off Procedure	Pg. 22
	B5 Pipeline Construction Safety Training (PCST)	Pg. 23
	Remittances	Pg. 24
 APPENDIX C - Teamsters		Pg. 27
	C1 Wage Rates	Pg. 27
	C2 Employer Contributions	Pg. 27
	C3 Union Security	Pg. 28
	C4 Hiring & Lay-off Procedure	Pg. 29
	C5 Dump Trucks	Pg. 30
	C6 Pipeline Construction Safety Training (PCST)	Pg. 30
 APPENDIX D - United Association		Pg. 31
	D1 Wage Rates	Pg. 31
	D2 Employer Contributions	Pg. 31
	D3 Union Security	Pg. 31
	D4 Hiring & Lay-off Procedure	Pg. 32
	D5 Pipeline Construction Safety Training (PCST)	Pg. 33

2015 - 2017
PIPELINE MAINTENANCE AND SERVICE AGREEMENT FOR CANADA

BETWEEN

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA (hereinafter referred to as the "Association") on behalf of those employers of employees who have appointed or may appoint the Association as agent for collective bargaining (hereinafter referred to as the "Employer")

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, INTERNATIONAL UNION OF OPERATING ENGINEERS, LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, and 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 the Local Unions who have been assigned or may be assigned, from time to time, jurisdiction in Canada over the work described below (hereinafter referred to as the "Local Union").

WHEREAS the purpose of this Collective Agreement is to establish harmonious relations, to provide for fair and expeditious methods of dispute resolution, establish rates of wages, hours of work and overtime conditions, fringe benefits and other working conditions for all employees covered by this Agreement.

NOW THEREFORE the Employer and the Union hereby covenant and agree as follows:

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole bargaining authority for all employees covered by this Agreement in Canada employed on pipeline maintenance work.

1.02 The Employer agrees to recognize and be bound by the Mainline Pipeline, Distribution Pipeline, and Investigation & Assessment Agreements for Canada for all work as defined in those Agreements.

1.03 The Union recognizes that the Association is the sole bargaining authority for all Employers and subcontractors of the Employer covered by this Agreement.

ARTICLE 2 - SCOPE OF WORK

2.01 This Agreement will apply to pipeline maintenance work and will include pipe, pipe assemblies and component installation, sandblasting, coating, recoating, repair, hydrostatic

retesting, in-line electronic inspection support services, lowering, removal, and replacement (up to three (3) kilometres of continuous pipe) and related right of way rehabilitation. Where material and equipment is supplied by hauling to the site for any work defined in this Article such hauling shall be done in accordance with this Agreement.

2.02 It is recognized by the parties hereto, that the work covered herein requires the use of mixed crews. Supervisors, areas of responsibility and composite crew make-up will be discussed and agreed upon at a Pre-job Conference with the four crafts. Employees shall take direction from supervision which may be in charge of several crews and they may be assigned to any aspect of the work. An employee may be utilized to perform a variety of tasks provided such employee is qualified to perform such tasks and no employee's hourly rate shall be lowered from the rate at which he was hired. The Unions agree to cooperate with the Employer in every respect in order that the work be conducted in a most expedient manner.

2.03 The parties agree to respect the traditional jurisdiction of each of the Unions. Should any new jurisdiction or classifications not currently in use on the crews employed on the work covered by this Agreement occur, then the International Unions will meet and decide the assignment of such jurisdiction.

ARTICLE 3 - UNION SECURITY

3.01 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.

3.02 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 reason for discharge or lay-off occurring prior to job completion and whether the employee is eligible for rehire.

3.03 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.

3.04 The Employer shall require of his employees, as a condition of employment, that an automatic deduction be made from the employee's pay of a sum equal to the regular monthly Union dues.

3.05 As a condition of employment each employee shall sign the proper authorization form which authorizes the Employer to deduct working dues, initiation fees, assessments, and other funds from the employee's pay. The Union will notify the Association in writing as to the amount of fees, dues, assessments and other funds to be deducted from the wages of employees from time to time.

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

3.07 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.

ARTICLE 4 - JOB NOTIFICATION AND ENFORCEMENT

4.01 The Employer shall forward a job notification to the appropriate International Union Representative designated by the Union for the area involved and a copy to the Local Union 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.

4.02 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 the proper application thereof may be made on the job.

4.03 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 shall employ only members of the Union. The Employer shall be responsible for the Pre-job Conference, including the enforcement of the wages and conditions contained in this Agreement, on all subcontractors.

4.04 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 prior to commencement of the work. The Employer agrees to send written job notification to the Union and Local Union involved when there is no Pre-job Conference to be held. Should any issues arise as a result of the Job Notification, the Employer and the International Representative of the Union shall meet to resolve the issues.

4.05 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 any Employer engaged in the same or similar work as defined in Article 2 hereof.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 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.

5.02 The Job Steward and/or Union representative shall attempt to resolve the difference on the job with the Foreman or Superintendent of the Employer.

5.03 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 a failure or refusal to remit employer contributions or deductions from employees as provided for in this Agreement.

5.04 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.

5.05 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.

5.06 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.

5.07 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, 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. 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 relief he deems advisable. He shall not alter, amend or change the terms of this Agreement. Each party shall equally share the expense of the Arbitrator.

5.08 The time limitations specified herein may be extended only by mutual agreement of the parties or by order of the Arbitrator.

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

ARTICLE 6 - NO STRIKES, NO LOCKOUTS

6.01 In view of the grievance and arbitration procedures provided for in this Agreement, it is agreed that there shall be no strike, no lockout, no picketing, no slowdown nor stoppage of work, either complete or partial for any reason whatsoever, including any dispute over work jurisdiction, during the term of this Agreement.

ARTICLE 7 - SAFETY, SANITATION AND SHELTER

7.01 Adequately heated enclosures or cabs for employees for protection from severe weather elements shall be provided by the Employer where reasonably required.

7.02 Protective clothing and equipment required under adverse conditions, such as sandblasting, coating, etc. or during inclement weather will be supplied by the Employer and shall be returned after use.

7.03 The Employer, the employees, the Local Unions and the Union agree to abide by all of the applicable codes of the Canadian Standards Association relating to workplace safety.

7.04 The Employer agrees to abide by the applicable Occupational Health and Safety Act of the Province in which the work is being performed and any regulations applicable thereto as amended from time to time. Employees shall be allowed one coffee break in each half of the working shift.

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

7.06 An employee who is injured in the course of performing his duties and requires medical attention by a physician and is certified by the physician to be unable to continue work shall be paid for the regular assigned hours on the day of injury. Should an employee be injured on the job and require medical attention, the Employer will notify the Local Union immediately.

ARTICLE 8 - PAYMENT OF WAGES AND LAY-OFF

8.01 Wages shall be paid not later than Thursday of each week during working hours.

8.02 Accompanying each payment of wages shall be a retainable statement identifying both the Employer and the employee, showing the pay period, total hours marked "regular" and "overtime", the hourly rate, the total earnings, the amount of vacation pay and Statutory Holiday pay, the amount and purpose of each deduction and contribution, and the net earnings.

8.03 In the case of lay-off, all employees shall be paid up to date on the job site where practical; otherwise, cheques and the EI Record of Employment Certificate shall be forwarded by registered mail to the employee's last known address within forty-eight (48) hours of the lay-off. Notification to, or attempted notification of lay-off to an employee on a Saturday, Sunday or Holiday shall not be considered proper notice unless the employee is working on such days.

8.04 When laid off, employees shall be allowed sufficient time with pay to clear up their personal and Employer property on the job site.

8.05 When employees who are laid off are not paid up to date on the job site, and should the Employer fail to send such wages and/or employment records as stated above, the Employer shall pay eight (8) hours pay at the regular hourly rate for each additional regular working day the employee is required to wait for his pay and records after giving notice to the Employer and giving him four (4) hours to correct such default.

ARTICLE 9 - STATUTORY HOLIDAYS AND VACATION PAY

9.01 All work performed on the following holidays shall be paid for at double the straight time rate of pay: New Year's Day; Family Day; Louis Riel Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; and Boxing Day. If any other day is proclaimed, by the Federal or Provincial Governments, a holiday or a day on which work will not be performed, such holiday, if worked, shall be paid for at two (2) times the straight time hourly rate.

9.02 Should any of the above holidays occur on a Saturday or Sunday, such holiday shall be observed on the next regular work day(s) unless changed by mutual agreement between the Employer and the Local Union.

9.03 Vacation and Statutory Holiday Pay shall be ten percent (10%) of the total earnings of an employee. It is understood and agreed that four percent (4%) of the total earnings are to be considered Vacation Pay and six percent (6%) of the total earnings are to be in lieu of Statutory Holiday Pay. It is understood and agreed that Statutory Holiday and Vacation Pay will not exceed a total of ten percent (10%) of total earnings of an employee.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 The work week shall begin on Monday and shall end Sunday.

10.02 All hours worked in excess of eight (8) hours per day and forty (40) per week and all hours worked on Saturday shall be paid at one and one-half (1½) times the employee's straight time wage rate.

10.03 All hours worked on Sunday and Statutory Holidays, and such hours per day as required by government legislation, shall be paid at two (2) times the employee's straight time wage rate.

10.04 For the purpose of computing overtime, when a Statutory holiday falls within a work week, the work week shall be reduced by one (1) regular work day as defined in Article 9 for each Statutory Holiday.

10.05 Shift premium of one dollar (\$1.00) per hour for second shift (night work).

10.06 In the event the client requests an alternative work schedule the Contractor and the Union through mutual agreement shall establish the conditions at the pre-job.

ARTICLE 11 - RECALL AND PREMIUM TIME CALL-OUT

11.01 When an employee is recalled to work after completion of his normal day's work, such employee shall be paid a minimum of four (4) hours' pay at the applicable premium rate.

11.02 When an employee is required to report for work on a Saturday, Sunday or Statutory Holiday, such employee shall be paid a minimum of four (4) hours at the applicable rate.

In the event an employee is recalled to work after completion of his normal day's work on a Saturday, Sunday or Statutory Holiday, such employee shall be paid a minimum of an additional four (4) hours at the applicable rate.

ARTICLE 12 - REPORTING AND STAND-BY TIME

12.01 When no work is available to an employee for any reason and the employee is required to stand by rather than be laid off, such employee will be paid a minimum of two (2) hours at the applicable rate plus subsistence allowance, if applicable, for each day the employee is required to stand by for work.

12.02 An employee who reports for work as usual, and who, through circumstances beyond his control, cannot complete the day's work shall be paid a minimum of four (4) hours at the applicable rate plus the applicable living allowance.

12.03 An employee who reports for work as usual, and who, through circumstances beyond his control, cannot complete the day's work but works more than four (4) hours and less than eight (8) hours shall be paid a minimum of (8) hours at the applicable rate plus the applicable living allowance.

ARTICLE 13 - TRAVEL AND WAREHOUSE

13.01 At the commencement of a job, an employee travelling to the marshalling point and/or yard shall be paid:

January 1, 2015 – December 31, 2017 - \$0.70 per road kilometre
via the shortest route from the employee's residence within the province(s) in which the work is being performed to the marshalling point and/or yard, and upon completion of the job, shall be paid:

January 1, 2015 – December 31, 2017 - \$0.70 per road kilometre
via the shortest route from the point of termination to the employee's residence within the province(s) in which the work is being performed.

13.02 Where the distance to the jobsite exceeds two hundred (200) road kilometers, a subsistence allowance of one (1) day shall be paid to assist in defraying the cost of board and lodging incurred travelling to the jobsite.

13.03 Travel allowance to the job shall be paid to the employee on the employee's second regular pay cheque, and travel allowance at the end of the job shall be paid on the employee's final pay cheque.

13.04 The Employer shall select a warehouse or marshalling point in a city, town or community where adequate lodging, dining and laundry facilities 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 job site and return. Such transportation shall be operated in compliance with the regulatory body having jurisdiction and all vehicles shall be equipped with adequate seating for adults.

13.05 The time of the employees shall start when they leave the warehouse or marshalling point for the job site and shall end when they return to the warehouse or marshalling point, however, the lunch period, when taken, shall be excluded.

13.06 If, during the shift, the Employer requests an employee to use his own vehicle to travel from one location to another, the employee shall be paid

January 1, 2015 – December 31, 2017 - \$0.70 per road kilometre

and, if this travel occurs after the employee has completed work for the day, paid for one (1) hour at the applicable rate for each eighty (80) road kilometers travelled.

ARTICLE 14 - ROOM AND BOARD

14.01 Employees whose home is further than forty (40) road kilometers from the marshalling point or yard shall be supplied suitable free room and board or a subsistence allowance when required by the Employer to remain away from home. When the Employer elects to provide the subsistence allowance in lieu of supplying free room and board, the rate shall be as follows:

January 1, 2015 – \$160.00 per calendar day

January 1, 2016 - \$165.00 per calendar day

January 1, 2017 - \$170.00 per calendar day

14.02 When an employee is required to move on short notice and is required to pay for accommodation in two locations, the employee shall be reimbursed for one night's accommodation at the first location.

14.03 In those geographic areas where costs for single person lodging, inclusive of GST, and meals exceed the amount of the daily subsistence allowance as defined in 14.01 above, this allowance shall be discussed and adjusted by the parties to reflect necessary increases at the Pre-job Conference in advance of the specific job commencement. If no Pre-job Conference has been held and this situation occurs, the Local Union shall contact the International Representative of the Union and the Employer to discuss and adjust the allowance as necessary.

14.04 Where the Employer is working a five-day work week, each employee whose home is less than two hundred (200) road kilometres from the marshalling point or yard shall be paid subsistence allowance as provided for in 14.01 for five (5) days each week.

ARTICLE 15 - WAGE RATES

15.01 Classifications and hourly wage rates applicable thereto are contained in the attached appendices.

ARTICLE 16 - EMPLOYER CONTRIBUTIONS

16.01 Employer contributions shown in the tables in the attached appendices shall be made on all hours of work performed 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 fifteenth (15th) day of the month following the month for which contributions are due and payable, to the Trust Funds. Hours of work performed are interpreted to mean daily travel time, daily working time, reporting time, and, if the employee is required to perform a welding test, testing time. Contributions for overtime hours will be calculated as straight time hours. The Employer shall provide each employee covered by this Agreement with a statement with each weekly paycheque stating the total number of hours reported for contributions to the Pension and Health & Welfare Funds on behalf of that employee for the period covered by the paycheque.

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

16.03 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 Fund, including provisions for an 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.

16.04 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.

16.05 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.

16.06 In the Province of Ontario, the Trustees/Administrator 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 Ontario Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulations to the Ontario Employment Standards Amendment Act, 1991, in relation to the Ontario Employee Wage Protection Program.

16.07 The parties hereto agree that contribution rates for the trust funds listed herein do not include any Provincial or Federal taxes.

ARTICLE 17 - ENABLING CLAUSE

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

17.02 Any and all agreements, amendments, bonuses, incentives, letters of understanding, or increases, monetary or non-monetary, in the terms and conditions of employment prior to, during or after each project shall be implemented only after each of the four pipeline craft Unions and the Association have signed such agreement or change.

ARTICLE 18 - DURATION OF AGREEMENT

18.01 This Agreement shall become effective on the first day of January, A.D. 2015, and shall continue in full force and effect until the thirty-first day of December, A.D. 2017, and thereafter from year to year unless terminated upon written notice of any Party within one hundred twenty (120) days prior to any anniversary of the terminal date; HOWEVER, either party may terminate this agreement on December 31, 2017 by serving written notice on the other party no less than thirty (30) days and no more than sixty (60) days prior to this date.

18.02 Any Party to this Agreement may, no less than sixty (60) and no more than one hundred twenty (120) days prior to the terminal date, give notice to commence collective bargaining.

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

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

APPENDIX A

**OPERATING ENGINEERS
PIPELINE MAINTENANCE AND SERVICE AGREEMENT FOR CANADA**

ARTICLE A1 - WAGE RATES

British Columbia & Yukon	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Journeyman	40.94	42.26	43.55
Principal Operator	39.94	41.23	42.47
Intermediate Operator	33.85	34.97	36.05
Specialty Operator	32.63	33.71	34.75
Apprentice Operator	30.18	31.19	32.15

Alberta	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Journeyman	41.00	42.33	43.70
Principal Operator	40.00	41.29	42.63
Intermediate Operator	33.91	35.03	36.19
Specialty Operator	32.69	33.77	34.90
Apprentice Operator	30.25	31.26	32.31

Saskatchewan	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Journeyman	38.32	39.87	41.47
Principal Operator	37.33	38.85	40.41
Intermediate Operator	31.23	32.57	33.96
Specialty Operator	30.01	31.32	32.67
Apprentice Operator	27.57	28.81	30.08

Manitoba	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Journeyman	40.72	42.27	43.87
Principal Operator	39.73	41.25	42.81
Intermediate Operator	33.63	34.97	36.36
Specialty Operator	32.41	33.72	35.07
Apprentice Operator	29.97	31.21	32.48

ARTICLE A1 - WAGE RATES...continued

Ontario	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Journeyman	40.25	41.35	42.50
Principal Operator	39.25	40.32	41.43
Intermediate Operator	33.54	34.43	35.36
Specialty Operator	32.32	33.17	34.07
Apprentice Operator	29.88	30.66	31.48

Atlantic Canada	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Journeyman	40.22	41.68	43.19
Principal Operator	39.22	40.65	42.12
Intermediate Operator	33.13	34.38	35.68
Specialty Operator	31.91	33.13	34.39
Apprentice Operator	29.47	30.62	31.80

A1.01 The Employer shall deduct twenty cents (\$0.20) per hour of work performed from each employee and remit it monthly to the National Collective Bargaining Fund.

A1.02 In the Province of Ontario, the Employer shall deduct ten cents (\$0.10) per hour of work performed from each employee and remit it monthly to the Union for Advancement Dues.

ARTICLE A2 - EMPLOYER CONTRIBUTIONS

<i>Jan 1, 2015</i>	BC & YT	AB	SK	MB	ON	Atlantic
Pension Plan	6.65	6.50	8.75	6.25	7.30	6.75
Health & Welfare Plan	2.45	2.05	1.95	1.80	4.70	2.10
Training Plan	0.75	0.65	0.65	0.65	0.55	1.00
Advancement Fund	0.75	0.05	0.85	0.85	0.05	1.00

Pipeline Industry Promotion Fund	0.20
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<i>Jan 1, 2016</i>	BC & YT	AB	SK	MB	ON	Atlantic
Pension Plan	6.90	6.75	8.75	6.25	7.50	6.75
Health & Welfare Plan	2.45	2.05	1.95	1.80	4.90	2.20
Training Plan	0.75	0.65	0.65	0.65	0.60	1.00
Advancement Fund	0.75	0.05	0.85	0.85	0.10	1.00

Pipeline Industry Promotion Fund	0.20
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ARTICLE A2 - EMPLOYER CONTRIBUTIONS...continued

<i>Jan 1, 2017</i>	BC & YT	AB	SK	MB	ON	Atlantic
Pension Plan	7.15	7.00	8.75	6.25	7.70	6.75
Health & Welfare Plan	2.55	2.05	1.95	1.80	5.10	2.30
Training Plan	0.75	0.65	0.65	0.65	0.65	1.00
Advancement Fund	0.75	0.05	0.85	0.85	0.15	1.00
Pipeline Industry Promotion Fund	0.20					

ARTICLE A3 - UNION SECURITY

A3.01 In the event that a member in good standing of the Union is employed as a Foreman or in some other capacity not covered by the terms and conditions of this Agreement the Employer, upon receipt of the proper authorization form signed by such member, shall deduct working dues, initiation fees and assessments from the member's pay for the number of hours the Employer declared at the Pre-job Conference as the normal work week.

A3.02 The Local Union shall select one of its Members who shall be recognized as Job Steward. The Job Steward shall perform his duties the same as any other employee and shall not be discharged for Union activities. The Job 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. There shall be no non-working Job Steward or Assistant Stewards. The Job Steward shall be notified of any disciplinary warning given to any employee. The Job Steward shall receive fifty cents (\$0.50) per hour above the rate of pay for his classification. Where circumstances warrant, additional Job Stewards to perform the work of the Union on remote segments, extended projects, or where crews are working out of separate warehouses or marshalling points, shall be agreed upon between the Employer and the Union at the Pre-job Conference or by subsequent arrangement.

A3.03 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.

A3.04 The Employer, upon receipt of written notice and reasons from the Local Union, shall discharge forthwith any employee who, as determined by the Local Union in its sole discretion that the employee/member, has not been properly cleared and/or the member is not in good standing of the Union upon suitable replacement being made available at the jobsite by the Local Union. Any such replacement shall be entitled to the travel allowances in accordance with Article 13.01.

A3.05 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 2 hereof.

ARTICLE A4 - HIRING & LAY-OFF PROCEDURE

A4.01 At the Pre-job Conference the Employer may request and the Local Union shall clear:

- A4.01.1 Up to ten percent (10%) of the Principal Operators excluding mechanics, required for the job from other Locals of the Union and each such Principal Operator shall be entitled to perform only the work for which he is cleared.
- A4.01.2 Up to fifty percent (50%) of the mechanics, utility welders and lubrication and service unit operators required for the job who are members of another Local of the Union. This ratio shall be maintained on a "one-to-one" basis for the duration of the job. The first employee shall be a member of the Local Union having geographic jurisdiction for the job.
- A4.01.3 The Employer shall have the right to name request by classification up to fifty percent (50%) of the required employees who are members of the Local Union. Those employees hired under the provisions of Article A4.01.1 and A4.01.2 above shall be included in the fifty percent (50%). This ratio shall be maintained on a one-to-one basis for the duration of the job.
- A4.01.4 All manufacturer certified employees employed as sand/walnut coating unit operators and blasting nozzlemen from any Local of the Union, who shall be excluded from the provisions of A4.01.1 and A4.02.3 above.

Thereafter the Employer shall notify the Local Union of all his employee requirements and shall only hire those who have been cleared for work by the Local Union having jurisdiction.

A4.02 The Local Union shall be given forty-eight (48) hours exclusive of Saturdays, Sundays, and holidays to supply the required employees but shall advise the Employer of expected delays in dispatching any employees within forty-eight (48) hours. Employees shall be entitled to Reporting Time upon arrival at the jobsite on the day designated by the Employer for arrival, if no work is provided.

A4.03 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 written communication.

A4.04 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.

A4.05 If the Local Union is unable to supply the required employees in accordance with Article A4.02, the Employer may obtain employees elsewhere, subject to the provisions of Article 3.03.

A4.06 In the event the Local Union is unable to supply the required qualified employees, the Employer will provide every opportunity to any employee who has successfully completed a pipeline Operating Engineers training course, and is approved by a joint training committee, and the employee will be admitted to membership in the Local Union in accordance with Article 3.03.

A4.07 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.

A4.08 The Employer shall have the right to re-start any interrupted job with the same crew laid off provided such shutdown extends no longer than a twenty-one (21) calendar day period or has been a subject of the Pre-job Conference, and provided the laid-off employees are available for such re-start. Any additional and/or replacement employees shall be engaged in accordance with Article A4.01.

A4.09 In Ontario, the Employer shall have the right to re-start any interrupted job with the same crew laid off provided such shutdown extends no longer than a one hundred and eighty (180) day calendar period or has been the subject of the Pre-Job Conference, and provided the laid-off employees qualify for rehire and are available for such re-start. To qualify for rehire, an employee must not have accepted a clearance card or travel card for employment in the pipeline maintenance sector between the lay-off and rehire date or must not be in receipt of a Local Pension. Any additional and/or replacement employees shall be engaged in accordance with Article A4.01.

A4.10 The Employer and the Union will cooperate to enhance aboriginal and local area employment.

A4.11 In the event of lay-offs, the following procedure shall prevail by crew:

A4.11.1 First laid off – non-members and/or applicant members;

A4.11.2 Second laid off – members of other Local Unions, other than those hired under the provisions of Article A4.01.1 and A4.01.2;

A4.11.3 Third laid off – members of the Union who are in receipt of a retirement pension from the Local Union (the provisions of A4.11.3 shall not apply in Alberta);

A4.11.4 Fourth laid off – members and members hired under the provisions of Article A4.01.1 and A4.01.2 (ratio to be maintained as per Article A4.01.3).

ARTICLE A5 - PIPELINE CONSTRUCTION SAFETY TRAINING (PCST)

A5.01 Each employee shall present to the Employer, at commencement of employment, a Certificate of Completion of the computer-based Pipeline Construction Safety Training (PCST) program.

ARTICLE A6 - TOOLS

A6.01 Mechanics, Lubrication and Service Unit Operators, Utility Welders, Apprentice Mechanics, Lubrication and Service Unit Helpers, and Utility Welder Helpers shall receive an allowance for tools for each hour of work performed of fifty cents (\$0.50). The employer shall provide coveralls as required.

APPENDIX B**LABORERS
PIPELINE MAINTENANCE AND SERVICE AGREEMENT FOR CANADA****ARTICLE B1 - WAGE RATES**

British Columbia and Yukon	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Spray Coater	31.19	32.69	33.80
Specialized Laborer	29.79	30.77	31.84
General Laborer	28.68	29.64	30.66

Alberta and Northwest Territories	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Spray Coater	32.32	33.76	34.89
Specialized Laborer	30.91	31.84	32.92
General Laborer	29.70	30.59	31.64

Saskatchewan	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Spray Coater	32.41	33.85	34.98
Specialized Laborer	31.00	31.93	33.01
General Laborer	29.79	30.68	31.73

Manitoba	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Spray Coater	31.86	33.34	34.39
Specialized Laborer	30.45	31.42	32.42
General Laborer	29.24	30.16	31.13

Ontario	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Spray Coater	30.91	32.39	33.45
Specialized Laborer	29.50	30.47	31.48
General Laborer	28.28	29.22	30.18

Atlantic Canada	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Certified Spray Coater	29.50	30.92	31.96
Specialized Laborer	28.10	29.01	30.00
General Laborer	26.88	27.75	28.70

B1.01 The Employer shall deduct twenty-five cents (\$0.25) per hour of work performed from each employee and remit it monthly to the Pipeline Service Fund.

B1.02 Working Dues – Ontario

The Employer shall deduct from the employee's earnings working dues in the amount of three percent (3%) of the General Laborer rate per hour and forty cents (\$0.40) per hour of work performed for the Ontario Provincial District Council.

ARTICLE B2 - EMPLOYER CONTRIBUTIONS

<i>Jan 1, 2015</i>	BC & YT	AB, NWT	SK	MB	Ontario	Atlantic
Pension Plan	4.00	5.06	5.06	5.15	6.40	6.00
Health & Welfare Plan	2.75	1.78	1.78	2.20	2.80	2.50
Training Plan	1.00	0.50	0.40	0.50	0.50	0.50
Advancement & Other Funds	0.60	0.65	0.65	0.65	0.10	0.10
Pipeline Industry Promotion Fund	0.20					

<i>January 1, 2016</i>	BC & YT	AB, NWT	SK	MB	Ontario	Atlantic
Pension Plan	4.00	5.06	5.06	5.30	6.50	6.10
Health & Welfare Plan	2.75	2.02	2.02	2.25	2.85	2.55
Training Plan	1.00	0.50	0.40	0.50	0.55	0.55
Advancement & Other Funds	0.75	0.65	0.65	0.65	0.10	0.10
Pipeline Industry Promotion Fund	0.20					

<i>January 1, 2017</i>	BC & YT	AB, NWT	SK	MB	Ontario	Atlantic
Pension Plan	4.00	5.06	5.06	5.45	6.60	6.20
Health & Welfare Plan	2.85	2.13	2.13	2.25	2.95	2.60
Training Plan	1.00	0.50	0.40	0.55	0.55	0.55
Advancement & Other Funds	0.75	0.65	0.65	0.65	0.10	0.10
Pipeline Industry Promotion Fund	0.20					

ARTICLE B3 - UNION SECURITY

B3.01 The Union shall select one of its Members who is an employee and who shall be recognized as Job Steward. The Steward shall perform his duties the same as any other

employee and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during the working hours to perform the work of the Union but shall not abuse the privilege. The Job Steward shall receive fifty cents (\$0.50) per hour above the rate of pay for his classification. Where circumstances warrant, additional Job Stewards to perform the work of the Union on remote segments, extended projects, or where crews are working out of separate warehouses or marshalling points, shall be agreed upon between the Employer and the Union at the Pre-job Conference or by subsequent arrangement.

B3.02 The Job Steward shall be the last man laid off provided he is willing to perform the work to be completed. The Steward shall not be excluded from overtime provided he is willing and able to perform the work that is required.

B3.03 The Employer, upon receipt of written notice and reasons from the Union, shall discharge any employee who, as determined by the Union in its sole discretion, is not or ceases to be a member in good standing of the Union, immediately upon a suitable replacement being provided at the jobsite by the Union.

B3.04 The Employer's representative on site shall provide the Union Business Agent upon request with the names of his employees and sub-contractors on the project.

B3.05 The Employer shall have the right to retain the original crew once established throughout the territory covered by the job for which the Pre-job Conference was held.

ARTICLE B4 - HIRING & LAY-OFF PROCEDURE

B4.01 The Employer agrees that whenever employees covered by this Agreement are required, the Employer shall call the Union office of the Local Union(s) having jurisdiction.

B4.02 The Employer shall, where possible, give the Union advance information as to the employment requirements in order that the Union may make its members available. Only Union members having confirmation of dispatch from the Local Union, to be given to the Employer by the employee at time of hire, or sent to the Employer by electronic transmission prior to the employee being hired, shall be hired, providing the Local Union can supply same. All members supplied by the Local Union must be qualified to perform the work for which they have been referred, otherwise such member will not be dispatched unless acceptable to the Employer. The Employer shall have the right to name request one member from the out-of-work list of the Local Union in every four employees hired. This ratio shall be maintained on a "one-in-four" basis for the duration of the job. The Employer shall have the right to name request all manufacturer certified employees employed as media blast nozzlemen, specialized mixers and coaters and clock-spring installers from any Local of the Union who shall be excluded from the "one-in-four" provisions of this Article. All name requests will be discussed at the Pre-Job Conference.

B4.03 Members supplied by the Local Union must be dispatched within forty-eight (48) hours of request, such notice to be given during the Local Union's normal office hours.

B4.04 When qualified members of the Union are not available, the Employer may obtain employees elsewhere, subject to the provisions of Article 3.03.

B4.05 The Employer shall have the right to restart any interrupted job with the same crew laid off provided such shutdown extends no longer than a twenty-one (21) calendar day period or has been a subject of the Pre-job Conference and provided the laid-off employees are available for such re-start. Any additional and/or replacement employees shall be engaged in accordance with Article B4.02.

B4.06 The Employer and the Union will endeavor to enhance aboriginal and local area employment.

ARTICLE B5 – Pipeline Construction Safety Training (PCST)

B5.01 Each employee shall present to the Employer, at commencement of employment, a Certificate of Completion of computer-based Pipeline Construction Safety Training (PCST) program. If the Employee is required to be dispatched prior to the 48-hour request period, and is not in possession of a valid PCST Certificate of Completion, the dispatched member will be provided a PCST PIN number by the Local Union for PCST certification.

REMITTANCES

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

BRITISH COLUMBIA & YUKON TERRITORIES

Health & Welfare, Pension, Training, Advancement and Working Dues:

BC Labourers' Pension Plan
Construction & Specialized Workers
Medical & Benefit Plan of BC
#100 19092 – 26th Avenue
Surrey, BC V3S 3V7

Pipeline Service Fund:

Laborers Pension Fund of Central & Eastern Canada
PO BOX 9002 Lakeshore West PO
Oakville, ON L6K 0G1

Pipeline Industry Promotion Fund:

Pipe Line Contractors Association of Canada
201, 1075 North Service Road W.
Oakville, ON L6M 2G2

ALBERTA & NORTHWEST TERRITORIES

Health & Welfare, Training, Advancement and Working Dues:

Employee's home local - unless otherwise notified in writing by the Local Union.

Pension Fund:

Laborers Western Canada Pension Fund
c/o Funds Administrative Services
9th Floor, 9707 – 110 Street
Edmonton AB T5K 3T4

Pipeline Industry Promotion Fund:

Pipe Line Contractors Association of Canada
201, 1075 North Service Road W.
Oakville ON L6M 2G

SASKATCHEWAN

Health & Welfare, Training, Advancement and Working Dues:

Employee's home local - unless otherwise notified in writing by the Local Union.

SASKATCHEWAN . . . continued

Pension Fund:

Laborers Western Canada Pension Fund
c/o Funds Administrative Services
9th Floor, 9707 – 110 Street
Edmonton AB T5K 3T4

Pipeline Service Fund:

Laborers Pension Fund of Central & Eastern Canada
PO BOX 9002 Lakeshore West PO
Oakville, ON L6K 0G1

Pipeline Industry Promotion Fund:

Pipe Line Contractors Association of Canada
201, 1075 North Service Road W.
Oakville, ON L6M 2G2

MANITOBA

Health & Welfare, Pension, Training, Advancement, and Local Union Tri-Fund:

Construction & Specialized Workers' Union
Local 1258
541 Waterfront Drive, Winnipeg MB R3B 0H1

Canadian Tri-Fund and Pipeline Service Fund:

Laborers Pension Fund of Central & Eastern Canada
PO BOX 9002 Lakeshore West PO
Oakville, ON L6K 0G1

Canadian Pipeline Development Fund and Pipeline Industry Promotion Fund:

Pipe Line Contractors Association of Canada
201, 1075 North Service Road W.
Oakville, ON L6M 2G2

ONTARIO

Health and Welfare, Training Plan, and Working Dues (except OPDC dues described in B1.02):
Employees' home local - unless otherwise notified in writing by Local Unions.

Pension Fund, Canadian Tri-Fund, Pipeline Service Fund, Canadian Tri-Fund and Ontario Provincial District Council Working Dues:

Laborers Pension Fund of Central & Eastern Canada
PO BOX 9002 Lakeshore West PO
Oakville, ON L6K 0G1

ONTARIO . . . continued

Pipeline Industry Promotion Fund:

Pipe Line Contractors Association of Canada
201, 1075 North Service Road W.
Oakville, ON L6M 2G2

**NEW BRUNSWICK, NEWFOUNDLAND, NOVA SCOTIA, AND PRINCE EDWARD ISLAND
(EXCEPT LABRADOR)**

Health and Welfare, Training, and Local Union Working Dues:

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

Pension Fund, Canadian Tri-Fund and Pipeline Service Fund:

Laborers Pension Fund of Central & Eastern Canada
PO BOX 9002 Lakeshore West PO
Oakville, ON L6K 0G1

LIUNA Atlantic District Council Organizing Fund:

226 Townsend Street
Sydney NS B1P 5E6

Canadian Pipeline Development Fund and Pipeline Industry Promotion Fund:

Pipe Line Contractors Association of Canada
201, 1075 North Service Road W.
Oakville, ON L6M 2G2

APPENDIX C

**TEAMSTERS
PIPELINE MAINTENANCE AND SERVICE AGREEMENT FOR CANADA**

ARTICLE C1 - WAGE RATES

British Columbia & Yukon	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Principal Driver	39.25	40.52	41.83
Intermediate Driver	35.90	37.06	38.27

Alberta, Saskatchewan and Manitoba	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Principal Driver	37.73	38.99	40.37
Intermediate Driver	34.40	35.55	36.84

Ontario	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Principal Driver	39.71	40.77	41.89
Intermediate Driver	36.35	37.32	38.33

Atlantic Canada	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Principal Driver	38.13	39.17	40.24
Intermediate Driver	34.78	35.71	36.69

ARTICLE C2 - EMPLOYER CONTRIBUTIONS

<i>January 1, 2015</i>	BC & YT	AB, SK & MB	ON	Atlantic
Pension Plan	7.63	7.85	7.55	7.55
Health & Welfare Plan	3.25	2.70	3.70	3.70
Training Plan	0.35	0.40	0.50	0.70
Advancement Fund	0.35	0.20	0.40	0.60
Canadian Building Trades	0.02	0.02	0.02	0.02
Pipeline Industry Promotion Fund	0.20			

ARTICLE C2 - EMPLOYER CONTRIBUTIONS . . . continued

<i>January 1, 2016</i>	BC & YT	AB, SK & MB	ON	Atlantic
Pension Plan	7.83	7.85	7.80	7.80
Health & Welfare Plan	3.30	2.80	3.95	3.95
Training Plan	0.35	0.50	0.50	0.70
Advancement Fund	0.35	0.20	0.40	0.60
Canadian Building Trades	0.02	0.02	0.02	0.02
Pipeline Industry Promotion Fund	0.20			

<i>January 1, 2017</i>	BC & YT	AB, SK & MB	ON	Atlantic
Pension Plan	8.03	7.85	8.05	8.05
Health & Welfare Plan	3.35	2.90	4.20	4.20
Training Plan	0.35	0.50	0.50	0.70
Advancement Fund	0.35	0.20	0.40	0.60
Canadian Building Trades	0.02	0.02	0.02	0.02
Pipeline Industry Promotion Fund	0.20			

ARTICLE C3 - UNION SECURITY

C3.01 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.

C3.02 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. The Job Steward shall receive fifty cents (\$0.50) per hour above the rate of pay for his classification. Where circumstances warrant, additional Job Stewards to perform the work of the Union on remote segments, extended projects, or where crews are working out of separate warehouses or marshalling points, shall be agreed upon between the Employer and the Union at the Pre-job Conference or by subsequent arrangement.

C3.03 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.

C3.04 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 2 hereof.

C3.05 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 2 hereof.

ARTICLE C4 - HIRING & LAY-OFF PROCEDURE

C4.01 With the exception of those regular employees of the Employer who are members in good standing of the Union, as identified at the Pre-job Conference and cleared by the Local Union for work within the Jurisdictional Boundary of that Local Union, the Employer shall hire all employees through the Local Union dispatch office. In all cases the Local Union dispatch office will be given forty-eight (48) hours Monday through Friday to complete the dispatch and all employees must be in possession of a Union referral slip 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.

C4.02 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.

C4.03 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.

C4.04 When qualified members of the Local Union are not available, employees may be hired elsewhere, subject to Article 3.03.

C4.05 The Employer shall have the right to re-start any interrupted job with the same crew laid off provided such shutdown extends no longer than a twenty-one (21) calendar day period or has been a subject of the Pre-job Conference and provided the laid-off employees are available for such re-start. Any additional and/or replacement employees shall be engaged in accordance with Article A4.01 above.

C4.06 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.

C4.07 The Employer and the Union will cooperate to enhance aboriginal and local area employment.

ARTICLE C5 - DUMP TRUCKS

C5.01 The hourly rates for owner-operated dual rear axle dump trucks:

Item	Jan 1, 2015	Jan 1, 2016	Jan 1, 2017
Ontario	91.00	93.00	95.00
All other areas of Canada	85.00	87.00	89.00
Mud, rock and sludge premium	10.00		
Additional axle premium (when requested by Employer)	15.00 per axle		

C5.02 The above rates are all-inclusive and will be paid no later than thirty (30) days upon receipt of invoice. The Employer reserves the right to refuse to hire any dump truck on the basis of equipment condition.

C5.03 Each owner-operator dump truck shall be covered by full insurance and shall carry certificates of insurance in the truck at all times.

C5.04 The provisions of Articles 9, 10, 12, 13, 14, and C2 are deemed to be included in the hourly rates listed in C5.01 above. Contributions to the Training Fund and the Advancement Fund shall be remitted on behalf of all owner-operated dump trucks and are deemed to be included in the hourly rates listed above in C5.01.

ARTICLE C6 – PIPELINE CONSTRUCTION SAFETY TRAINING (PCST)

A6.01 Each employee shall present to the Employer, at commencement of employment, a Certificate of Completion of the computer-based Pipeline Construction Safety Training (PCST) program.

**UNITED ASSOCIATION
PIPELINE MAINTENANCE AND SERVICE AGREEMENT FOR CANADA**

ARTICLE D1 - WAGE RATES

Province of Ontario	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Welder Journeyman	46.29	47.75	49.27
Non-Welder Journeyman	45.54	47.17	49.27
Apprentice Journeyman *	30.09	31.04	32.06

All other areas of Canada	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
Welder Journeyman	44.89	46.48	48.24
Non-Welder Journeyman	43.93	45.85	48.24
Apprentice Journeyman *	29.18	30.21	31.36

* Apprentice Journeyman – hourly rate shall be not less than the applicable General Laborer, Apprentice Operator or Utility Driver rate.

ARTICLE D2 - EMPLOYER CONTRIBUTIONS

All areas of Canada	<i>Jan 1, 2015</i>	<i>Jan 1, 2016</i>	<i>Jan 1, 2017</i>
National Pension Plan	7.50	7.75	8.00
Health & Welfare Fund	2.60	2.60	2.60
National Training Fund	0.50	0.50	0.50
Pipeline Industry Enhancement Fund	0.05	0.05	0.05
UA Administration Fund	0.50	0.50	0.50
Pipeline Industry Promotion Fund	0.20	0.20	0.20

ARTICLE D3 - UNION SECURITY

D3.01 Welding equipment supplied by UA members will be allowed.

D4.12 Should the Contractor require a welder to have a current CWB ticket, the Local Union shall dispatch the welder with an invoice for the test fees and the Employer shall pay for the test fees providing such fees have not been previously reimbursed.

D3.02 The Local Union's Business Manager shall, at the start of a job (i.e. rigging up for pipe operations) select one of its Journeymen members who shall be placed on the Employer's payroll and recognized as the Job Steward; such appointment to be confirmed by letter to the Employer. If the Steward selected by the Business Manager is objected to by the Employer for valid reason, the Business Manager shall select another Journeyman as Steward to whom the Employer has no reasonable objection. Where circumstances warrant, additional Job Stewards to perform the work of the Union on remote segments of a maintenance job, shall be agreed upon between the Employer and the Union at the Pre-job Conference or by subsequent arrangement.

D3.03 The Job Steward shall perform his duties the same as any other Journeyman and shall not be discharged for Union activities. The Job 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. The Job Steward shall receive fifty cents (\$0.50) per hour above the rate of pay for his classification. The Job Steward shall be one of the first hired and shall be the last Journeyman laid off in his classification provided he is competent to perform the work to be completed.

D3.04 The Employer, upon receipt of written notice and reasons from the Local Union, shall discharge forthwith any employee who, as determined by the Local Union in its sole discretion that the employee/member, has not been properly cleared and/or the member is not in good standing of the Union upon suitable replacement being made available at the jobsite by the Local Union. Any such replacement shall be entitled to travel allowances in accordance with Article 13.01.

D3.05 Where the Employer is responsible for and has control over the handling, installation, or removal of in-line inspection pigs, such work shall be performed by a Journeyman member of the United Association.

ARTICLE D4 - HIRING & LAY-OFF PROCEDURE

D4.01 Upon receipt of Job Notification from the Employer, the Local Union may, prior to the Pre-job Conference, provide the Employer with a list of available qualified Journeymen.

D4.02 The Employer shall have the right to select twenty-five percent (25%) of the required employees from any source provided the selected employee has been employed by the Employer within the previous twelve months and is a member in good standing of the Union. The Employer shall have the right to select an additional fifty percent (50%) of the required Journeymen 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.

D4.03 The ratio of employees selected from and supplied by the Local Union(s) shall be maintained throughout the project.

D4.04 The Employer and the Union will cooperate to enhance aboriginal and local area employment.

D4.05 The Local Union shall be given forty-eight (48) hours exclusive of Saturdays, Sundays, and holidays from the time the Employer contacts the Local Union to supply the required employees but shall advise the Employer of expected delays in dispatching any employees within forty-eight (48) hours. Employees shall be entitled to Reporting Time upon arrival at the jobsite on the day designated by the Employer for arrival, if no work is provided. The Employer shall have the right to refuse any referral prior to dispatch provided the cause for such refusal shall not be unreasonable.

D4.06 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 written communication.

D4.07 Any employees required by the Employer which the Local Union may be unable to supply 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 3.03. The Employer shall, upon request, notify the Local Union of the names of all Journeymen hired under this provision.

D4.08 In the event the Local Union is unable to supply qualified members, the Employer will provide every opportunity for any employee who has successfully completed a welding training course and is approved by a joint training committee to take a qualification test and, in the event that such employee completes the qualification test, the employee will be admitted to membership in the Local Union in accordance with 3.03.

D4.09 The Foremen and Job Steward are excluded from the provisions of this Article.

D4.10 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.

D4.11 The Employer shall have the right to re-start any interrupted job with the same crew laid off provided such shutdown extends no longer than a twenty-one (21) calendar day period or has been a subject of the Pre-job Conference and provided the laid-off employees are available for such re-start. Any additional and/or replacement Journeymen shall be engaged in accordance with A4.02.

ARTICLE D5 – PIPELINE CONSTRUCTION SAFETY TRAINING (PCST)

D5.01 Each employee shall present to the Employer, at commencement of employment, a Certificate of Completion of the computer-based Pipeline Construction Safety Training (PCST) program.

