



2024 – 2026

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

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2024 - 2026

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, LABORERS 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.

2.04 NO DISCRIMINATION

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

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. Should the Employer fail to notify the International Union of a job notification, the Employer shall pay a contribution in the amount of \$1,000.00 to the Pipe Line Contractors Association of Canada Student Award Program.
- 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 **thirty (30)** 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 be selected within ten (10) days of receipt of the grievance 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 The Employer shall provide Employees with all Personal Protective Equipment (PPE) excluding safety boots, which is required for the job, such as sandblasting, coating,

etc. or during inclement weather. The Employer shall ensure that all PPE is correctly sized for each employee. The Employer shall undertake the maintenance of all PPE which include the Employer's obligation to launder, at the Employer's expense, all Employer provided flame resistance/fire retardant coveralls. Where filtered air systems are required due to environmental conditions, the employer will provide use of respiratory protective equipment including powered air respirator (PAPR) apparatus, excluding helmets, made available for welders only; ancillary workers (UA helpers, IUOE and LiUNA, & Teamsters.) will be provided appropriate respiratory protection equipment including: half-face or full-face air purifying respirator by the employer when required and suitable to environmental conditions, in accordance with employer's safety assessment and oversight control measures.

- 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 bottled drinking water.
- 7.06 When an employee is injured at work in the course of performing his/her duties and the injury requires medical attention beyond first aid, the Employer will arrange for such treatment and provide transportation to that treatment. If the worker is deemed to be unable to return to work that day by the medical professional, the Employer will provide transportation for that worker to a safe location where he/she can spend the remainder of the day recovering. The worker will be paid for the entire day for the hours normally worked.

In addition, when a worker is injured on the job and he/she requires attention beyond first aid, the Employer will inform the union of the injury as soon as they are aware of the requirement for additional medical attention beyond first aid.

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 (paper or electronic) 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 When employees are laid off or discharged they shall receive a record of employment and a statement of hours worked for the final pay period, and their payment for all earnings due to them at the time of lay-off or discharge must be delivered no later than the Employer's next regular payday.
- 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 the Employer twenty four (24) 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 (Manitoba); Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; National Day for Truth and Reconciliation; 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 **LiUNA, IUOE & Teamsters Only**
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.

UA Only

Vacation and Statutory Holiday Pay shall be twelve percent (12) 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 eight percent (8) 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 twelve percent (12) 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 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 three dollars and fifty (\$3.50) 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.
- 10.07 When an employee is told to return to work without an eight (8) hour break, all work performed shall be at the applicable premium rate until such time as the employee receives an eight (8) hour break. In situations where the eight (8) hour break does not allow an employee to return to work at the normal starting time, the employee shall report for regular work at the end of the eight (8) hour break. The employee shall be paid at the applicable rate from the beginning of their normal work shift.

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 the daily hours agreed at the pre-job at the applicable rate plus the applicable living allowance.
- 12.04 If an Employer requires an Employee to complete online orientation and on-boarding (excluding the PCST) the Employer, upon agreement with the Union, shall estimate a reasonable amount of time to complete the online requirements. The Employee will be paid at the straight time rate of pay for the agreed upon time on the first paycheque.

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:

IUOE & LiUNA Only

January 1, 2024 – December 31, 2026 - \$0.70 per road kilometre

UA and Teamsters Only

January 1, 2024 – December 31, 2026 – CRA rate 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:

IUOE & LiUNA Only

January 1, 2024 – December 31, 2026 - \$0.70 per road kilometre

UA and Teamsters Only

January 1, 2024 – December 31, 2026 – CRA rate 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

IUOE & LiUNA Only

January 1, 2024 – December 31, 2026 - \$0.70 per road kilometre

UA and Teamsters Only

January 1, 2024 – December 31, 2026 – CRA rate 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, 2024 – \$190.00 per calendar day

January 1, 2025 - \$195.00 per calendar day

January 1, 2026 - \$200.00 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 project, 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. 2024, and shall continue in full force and effect until the thirty-first day of December, A.D. 2026, 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, 2026 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 D
UNITED ASSOCIATION
PIPELINE MAINTENANCE AND SERVICE AGREEMENT FOR CANADA**

ARTICLE D1 - WAGE RATES

| Ontario – (excluding Local 628 & Local 663) | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|--|--------------------|--------------------|--------------------|
| Welder Journeyman | 59.27 | 61.89 | 64.63 |
| Non-Welder Journeyman | 59.27 | 61.89 | 64.63 |
| Apprentice Journeyman * | 38.81 | 40.61 | 42.50 |

| Thunder Bay – Local 628 | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|--------------------------------|--------------------|--------------------|--------------------|
| Welder Journeyman | 57.95 | 60.34 | 63.08 |
| Non-Welder Journeyman | 57.95 | 60.34 | 63.08 |
| Apprentice Journeyman * | 37.48 | 39.04 | 40.93 |

Thunder Bay (Local 628) Jurisdiction defined as anything West of Swastika, ON and East of Raith, ON.

| Sarnia – Local 663 | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|---------------------------|--------------------|--------------------|--------------------|
| Welder Journeyman | 57.61 | 60.24 | 62.98 |
| Non-Welder Journeyman | 57.61 | 60.24 | 62.98 |
| Apprentice Journeyman * | 37.16 | 38.96 | 40.85 |

| Manitoba | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|-------------------------|--------------------|--------------------|--------------------|
| Welder Journeyman | 52.03 | 54.04 | 56.14 |
| Non-Welder Journeyman | 52.03 | 54.04 | 56.14 |
| Apprentice Journeyman * | 33.64 | 35.01 | 36.45 |

| Rest of Canada | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|-------------------------|--------------------|--------------------|--------------------|
| Welder Journeyman | 49.86 | 51.49 | 53.18 |
| Non-Welder Journeyman | 49.86 | 51.49 | 53.18 |
| Apprentice Journeyman * | 32.09 | 33.20 | 34.34 |

* Helper – hourly rate shall be not less than the applicable General Laborer, Apprentice Operator or Utility Driver rate. The Helper wage shall be a minimum of 65% of the Journeyman wage. At no time shall the total hourly package be less than the hourly wage package of the general labourer.

ARTICLE D2 - EMPLOYER CONTRIBUTIONS

| Province of Ontario (excluding Thunder Bay and Sarnia) | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|---|--------------------|--------------------|--------------------|
| National Pension Plan | 9.50 | 9.75 | 10.00 |
| Health & Welfare Fund | 2.65 | 2.65 | 2.65 |
| 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 |
| Helmets to Hard Hats * | 0.01 | 0.01 | 0.01 |
| National Wellness Fund | 0.05 | 0.05 | 0.05 |
| Organizing Fund | 0.10 | 0.10 | 0.10 |
| De Novo | 0.02 | 0.02 | 0.02 |

| | | | |
|----------------------------------|------|------|------|
| Pipeline Industry Promotion Fund | 0.20 | 0.20 | 0.20 |
|----------------------------------|------|------|------|

* The Employer will contribute one cent (\$0.01) for each hour worked and will deduct from each employee one cent (\$0.01) for each hour worked and remit the total of two cents (\$0.02) for each hour worked to Helmets to Hardhats:

Helmets to Hardhats
 130 Albert Street, Suite 908
 Ottawa, ON K1P 5G4

Bill C30

“If the National Pension Plan is prohibited by law from accepting any of the pension contributions set out above on account of an employee that is in receipt of a monthly pension from the National Pension Fund such contributions shall be paid by the Employer to that employee as additional wages and shall be in addition to the wages set out in Appendix D.”

| Thunder Bay – Local 628 | <i>Jan 1, 2024</i> | <i>Jan 1, 2025</i> | <i>Jan 1, 2026</i> |
|------------------------------------|--------------------|--------------------|--------------------|
| National Pension Plan | 9.50 | 9.75 | 10.00 |
| Health & Welfare Fund | 4.13 | 4.40 | 4.40 |
| 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 |
| Helmets to Hard Hats * | 0.01 | 0.01 | 0.01 |
| National Wellness Fund | 0.05 | 0.05 | 0.05 |
| Organizing Fund | 0.10 | 0.10 | 0.10 |
| De Novo | 0.02 | 0.02 | 0.02 |

| | | | |
|----------------------------------|------|------|------|
| Pipeline Industry Promotion Fund | 0.20 | 0.20 | 0.20 |
|----------------------------------|------|------|------|

* The Employer will contribute one cent (\$0.01) for each hour worked and will deduct from each employee one cent (\$0.01) for each hour worked and remit the total of two cents (\$0.02) for each hour worked to Helmets to Hardhats:

Helmets to Hardhats
130 Albert Street, Suite 908
Ottawa, ON K1P 5G4

Bill C30

“If the National Pension Plan is prohibited by law from accepting any of the pension contributions set out above on account of an employee that is in receipt of a monthly pension from the National Pension Fund such contributions shall be paid by the Employer to that employee as additional wages and shall be in addition to the wages set out in Appendix D.”

| Sarnia – Local 663 | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|------------------------------------|--------------------|--------------------|--------------------|
| National Pension Plan | 9.50 | 9.75 | 10.00 |
| Health & Welfare Fund | 4.50 | 4.50 | 4.50 |
| 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 |
| Helmets to Hard Hats * | 0.01 | 0.01 | 0.01 |
| National Wellness Fund | 0.05 | 0.05 | 0.05 |
| Organizing Fund | 0.10 | 0.10 | 0.10 |
| De Novo | 0.02 | 0.02 | 0.02 |

| | | | |
|----------------------------------|------|------|------|
| Pipeline Industry Promotion Fund | 0.20 | 0.20 | 0.20 |
|----------------------------------|------|------|------|

* The Employer will contribute one cent (\$0.01) for each hour worked and will deduct from each employee one cent (\$0.01) for each hour worked and remit the total of two cents (\$0.02) for each hour worked to Helmets to Hardhats:
Helmets to Hardhats
130 Albert Street, Suite 908
Ottawa, ON K1P 5G4

Bill C30

“If the National Pension Plan is prohibited by law from accepting any of the pension contributions set out above on account of an employee that is in receipt of a monthly pension from the National Pension Fund such contributions shall be paid by the Employer to that employee as additional wages and shall be in addition to the wages set out in Appendix D.”

| Manitoba | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|------------------------------------|--------------------|--------------------|--------------------|
| National Pension Plan | 8.75 | 9.00 | 9.25 |
| Health & Welfare Fund | 3.60 | 3.60 | 3.60 |
| 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 |
| Helmets to Hard Hats * | 0.01 | 0.01 | 0.01 |
| National Wellness Fund | 0.05 | 0.05 | 0.05 |
| Organizing Fund | 0.10 | 0.10 | 0.10 |
| | | | |

| | | | |
|----------------------------------|------|------|------|
| Pipeline Industry Promotion Fund | 0.20 | 0.20 | 0.20 |
|----------------------------------|------|------|------|

* The Employer will contribute one cent (\$0.01) for each hour worked and will deduct from each employee one cent (\$0.01) for each hour worked and remit the total of two cents (\$0.02) for each hour worked to Helmets to Hardhats:
Helmets to Hardhats
130 Albert Street, Suite 908
Ottawa, ON K1P 5G4

Bill C30

"If the National Pension Plan is prohibited by law from accepting any of the pension contributions set out above on account of an employee that is in receipt of a monthly pension from the National Pension Fund such contributions shall be paid by the Employer to that employee as additional wages and shall be in addition to the wages set out in Appendix D."

| Rest of Canada | Jan 1, 2024 | Jan 1, 2025 | Jan 1, 2026 |
|------------------------------------|--------------------|--------------------|--------------------|
| National Pension Plan | 8.75 | 9.00 | 9.25 |
| Health & Welfare Fund | 3.60 | 3.60 | 3.60 |
| 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 |
| Helmets to Hard Hats | 0.01 | 0.01 | 0.01 |
| National Wellness Fund | 0.05 | 0.05 | 0.05 |
| Organizing Fund | 0.10 | 0.10 | 0.10 |
| Pipeline Industry Promotion Fund | 0.20 | 0.20 | 0.20 |

* The Employer will contribute one cent (\$0.01) for each hour worked and will deduct from each employee one cent (\$0.01) for each hour worked and remit the total of two cents (\$0.02) for each hour worked to Helmets to Hardhats:
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"If the National Pension Plan is prohibited by law from accepting any of the pension contributions set out above on account of an employee that is in receipt of a monthly pension from the National Pension Fund such contributions shall be paid by the Employer to that employee as additional wages and shall be in addition to the wages set out in Appendix D."

ARTICLE D3 - UNION SECURITY

D3.01 Welding equipment supplied by UA members will be allowed. This shall not be a prerequisite for or condition of hire. Should a qualified member not supply said equipment it shall be the Employer's responsibility to supply

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 of in-line inspection pigs, such work shall be performed by members of the United Association.
- D3.06 The Employer shall have sole discretion as to the number of employees required. It is recognized that the work of; handling clamps, lining up of pipe, welding, the making of joints, cutting, fitting of pipe and sleeves, spacing and stabbing is the work of the UA.

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 recall the same member laid off provided such lay off extends no longer, than a ninety (90) calendar day period within same jurisdiction and any such recall shall require a prejob be conducted between the parties. The recalled member must maintain the ratio set out in Article D4.02. Recalled employees must be members of the Union. The Union shall be entitled to appoint a job steward for any such recalled crew, and said job steward shall not be required to have been previously employed on the recalled crew. Any additional and/or replacement employees shall be engaged in accordance with Article D4. List hires not available for recall shall be required to be replaced by list hires.

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. The Union and the Employer shall work together to draft an implementation agreement that addresses funding and effective date for other Safety Training certificates which will include Fire Extinguisher, Ground Disturbance – Level 2 as required for Supervision, Working at Heights, Propane in Construction, Confined Space Awareness, Transportation of Dangerous Goods and Traffic Control. The Union and the Employer agree that additional required technical training and competency assessment will be completed by mutual agreement between the Local Union and the Employer.

ARTICLE D6 - REPORTING AND STAND-BY TIME

D6.01 If stand-by is required for three (3) consecutive days the employee will be given the option to layoff for shortage of work

ARTICLE D7 - RECOGNITION

D7.01 All work covered by this Agreement and as defined in the recognition clause, Article 2, shall only be governed by the terms and conditions of this Agreement and no other collective agreement subsisting between the parties including the Distribution and Mainline Agreements.