

# LABOUR LINE

## PIPE LINE CONTRACTORS ASSOCIATION OF CANADA

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November 1, 2019

To: All Regular Members and Accredited Contractors

Bulletin Number: LL053-20191101-UA-DS Distribution Agreement 2019-2021

### UNITED ASSOCIATION DISTRIBUTION PIPELINE AGREEMENT FOR CANADA

The Pipe Line Contractors Association of Canada and the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada have settled the terms of renewal for the United Association Distribution Pipeline Agreement for Canada that is now in effect from May 1, 2019 to April 30, 2022. The Amendments to the agreement are shown below.

All items bolded and underlined are "new language" and/or "revisions" to the existing agreement. Any language or items that are ~~struck through~~, have been removed from the collective agreement through the memorandum of settlement.

All increases contained herein effective May 1, 2019 require retroactive payment for employees that were previously employed during the term of the agreement.

Should you have any questions please contact the PLCAC office at 905-847-9383 for further assistance.

#### ARTICLE 5 HIRING PROCEDURES

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

5.15 Each employee shall present to the Employer, at commencement of employment, a valid Certificate of Completion for the following computer-based training courses: Pipeline Construction Safety Training (PCST) program, Fire Extinguisher Training, 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 shall work together to draft an implementation agreement that addresses funding and effective date. 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 7  
WAGE RATES AND CLASSIFICATIONS**

**7.1 DISTRIBUTION PIPELINES**

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

- (a) Metro Toronto and the Regional Municipal of Peel, York and Durham.
- (b) Jurisdictional area of Local 46 except as provided for in (a) above.
- (c) All other areas of Ontario ***(Three new Zone C sub-zones created)***.
- (d) Local Union 71 (Fuser rate only)
- (e) Atlantic Canada
- (f) Alberta, British Columbia, Manitoba and Saskatchewan

**Zone A – Local 46 Toronto**

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Welder Journeyman	\$50.13	\$50.94	\$51.82
Non-Welder Journeyman	\$47.37	\$48.14	\$48.96
Fuser/Tech – 2	\$47.37	\$48.14	\$48.96
Graded Helper	\$40.41	\$41.34	\$42.35
Helper	\$39.64	\$40.54	\$41.54

**Zone B – Local 46 Outside of Toronto**

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Welder Journeyman	\$48.30	\$49.09	\$49.93
Non-Welder Journeyman	\$45.69	\$46.44	\$47.23
Fuser/Tech – 2	\$45.69	\$46.44	\$47.23
Graded Helper	\$38.72	\$39.61	\$40.59
Helper	\$37.95	\$38.84	\$39.81

**Zone C - Rest of Ontario**

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Welder Journeyman	\$46.30	\$47.31	\$48.37
Non-Welder Journeyman	\$42.85	\$43.81	\$44.81
Fuser/Tech – 2	\$38.37	\$39.25	\$40.16
Graded Helper	\$36.25	\$37.08	\$37.95
Helper	\$35.51	\$36.33	\$37.19

**New - Zone C - 1 – Rest of Ontario (Local 663 Sarnia, Ontario)**

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Welder Journeyman	\$45.75	\$46.76	\$47.83
Non-Welder Journeyman	\$42.32	\$43.26	\$44.26
Fuser/Tech – 2	\$37.83	\$38.70	\$39.62
Graded Helper	\$35.70	\$36.54	\$37.41
Helper	\$34.96	\$35.78	\$36.65

**New - Zone C - 2 – Rest of Ontario (Local 527 Southern Ontario)**

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Welder Journeyman	\$46.16	\$46.94	\$47.80
Non-Welder Journeyman	\$42.72	\$43.44	\$44.24
Fuser/Tech – 2	\$38.24	\$38.88	\$39.59
Graded Helper	\$36.11	\$36.72	\$37.38
Helper	\$35.37	\$35.96	\$36.62

**New - Zone C – 3 – Rest of Ontario (Local 71 Ottawa, Ontario)**

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Welder Journeyman	\$46.30	\$47.30	\$48.32
Non-Welder Journeyman	\$42.86	\$43.80	\$44.75
Fuser/Tech – 2	\$38.37	\$39.24	\$40.11
Graded Helper	\$36.25	\$37.07	\$37.90
Helper	\$35.51	\$36.32	\$37.14

**Zone D – Local 71 Fuser**

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Fuser	\$42.93	\$43.65	\$44.41
Fuser Trainee (801 – 2400 hrs)	\$34.33	\$34.90	\$35.51
Fuser Trainee (<800 Hrs)	\$25.74	\$26.15	\$26.61

**Zone E – Atlantic Canada**

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Welder Journeyman	\$41.17	\$40.94	\$40.71
Non-Welder Journeyman	\$38.20	\$37.97	\$37.55
Fuser/Tech – 2	\$29.65	\$29.42	\$29.19
Graded Helper	\$24.43	\$24.20	\$23.98
Helper	\$23.78	\$23.55	\$23.32

Zone F – BC, AB, SK & MB

Trade	May 1, 2019	May 1, 2020	May 1, 2021
Welder Journeyman	\$47.01	\$47.81	\$48.65
Non-Welder Journeyman	\$43.47	\$44.20	\$44.97
Fuser/Tech – 2	\$33.32	\$33.87	\$34.46
Graded Helper	\$27.57	\$28.94	\$29.89
Helper	\$27.24	\$28.14	\$29.08

7.3 UA ADMINISTRATION FUND:

The employer shall deduct from each employee's earnings at the rate of ~~thirteen cents (\$0.13)~~ **eighteen cents (\$0.18)** per hour earned **effective May 1, 2019** for the UA Administration Fund. This amount shall be remitted to the local Union having area jurisdiction over the work being performed together with the monthly remittance to the Health and Welfare Fund.

**New: 7.6 HELMETS TO HARD HATS DEDUCTION**

**The Employer will deduct one cent (\$0.01) for each hour of work performed and remit directly to:**

**Helmets to Hard Hats**  
**72 Chamberlain Avenue**  
**Ottawa, ON K1S 1V9**

**Re-number existing 7.6 and 7.7 to 7.7 and 7.8 respectively**

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

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

**ARTICLE 8  
EMPLOYER CONTRIBUTIONS**

**8.1** Employer contributions ~~in the amount indicated in sections 8.2, 8.3 and 8.4 shall be made on all hours earned which are included in computing the eight (8) hours per day and forty (40) hours per week after which overtime is payable~~ and shall be recorded on a standard remittance report provided by the Union and remitted on or before the twentieth (20<sup>th</sup>) day of the month for which contributions are due and payable, to the trust Funds. Hours earned are interpreted to mean daily travel time, daily working time, reporting time, and testing time. Contributions for overtime hours are calculated at one and one-half times the contribution rate on time and one-half hours and two times the contribution rate on double time hours.

## 8.2 Canadian Pipeline Industry Trust Funds:

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

### 8.2.1 National Pension Plan Fund

**May 1, 2019 - \$8.25**

**May 1, 2020 - \$8.50**

**May 1, 2021 - \$8.75**

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

### 8.2.2 National Training Fund:

Journeyman, Fusers/Gas Tech 2 & Helpers:

May 1, 2019 - \$0.20

May 1, 2020 - \$0.20

May 1, 2021 - \$0.20

Five cents (\$0.05) of this amount will be applied to the UA Industry Enhancement Fund. The National Training Fund **contributions shall be made on all hours of work performed up to a maximum of 40 hours per week (i.e. hours worked over forty (40) hours per week would not attract employer contributions)** and shall be administered by a Board of Trustees consisting of three (3) members appointed by the Union and three (3) members appointed by the association.

### 8.2.3 National Distribution Fund:

Journeyman, Fusers/Gas Tech 2 & Helpers:

May 1, 2019 - \$0.36

May 1, 2020 - \$0.36

May 1, 2021 - \$0.36

The National Distribution Fund **contributions shall be made on all hours of work performed up to a maximum of forty (40) hours per week (i.e. hours worked over 40 hours per week would not attract employer contributions)** and shall be administered by a Board of Trustees appointed by the United Association Director of Canadian Affairs.

### 8.2.4 Distribution Industry Advancement Fund:

Journeyman, Fusers/Gas Tech 2 & Helpers:

May 1, 2019 - \$0.20

May 1, 2020 - \$0.20

May 1, 2021 - \$0.20

The UA Distribution Industry Advancement Fund **contributions shall be made on all hours of work performed up to a maximum of forty (40) hours per week (i.e. hours worked over 40 hours per week would not attract Employer contributions)** and shall be administered by a committee appointed by the United Association and the Pipe Line Contractors Association of Canada.

8.2.5 National Building Trades Fund:  
Journeyman, Fusers/Gas Tech 2 & Helpers:  
May 1, 2019 - \$0.02  
May 1, 2020 - \$0.02  
May 1, 2021 - \$0.02

The National Building Trades Fund contributions shall be made on all hours of work performed up to a maximum of forty (40) hours per week (i.e. hours worked over 40 hours per week would not attract Employer contributions) and shall be administered by the UA Canadian office.

8.3 Health and Welfare Fund:

The rate at which the Employer shall contribute to the Local Union Health and Welfare Funds on behalf of each of the following employees employed under the terms of this Agreement shall be:

Journeyman, Fusers/Gas Tech 2 & Helpers:  
Zone C, D, E, F:  
May 1, 2019 - \$3.40  
May 1, 2020 - \$3.40  
May 1, 2021 - \$3.40

Journeyman, Fusers/Gas Tech 2 & Helpers:  
Zone C – 1 – Local 663 Only:  
May 1, 2019 - \$4.00  
May 1, 2020 - \$4.00  
May 1, 2021 - \$4.00

Journeyman, Fusers/Gas Tech 2 & Helpers:  
Zone C – 2 – Local 527 Only:  
May 1, 2019 - \$3.55  
May 1, 2020 - \$3.80  
May 1, 2021 - \$4.03

Journeyman, Fusers/Gas Tech 2 & Helpers:  
Zone C – 3 – Local 71 Only:  
May 1, 2019 - \$3.40  
May 1, 2020 - \$3.41  
May 1, 2021 - \$3.46

Journeyman, Fusers/Gas Tech 2 & Helpers:  
Local 46 Only:  
May 1, 2019 - \$1.65  
May 1, 2020 - \$1.65  
May 1, 2021 - \$1.65

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

8.4 Alcohol/Drug Abuse Fund (Ontario only)

On all work in the province of Ontario, the Employer will contribute two cents (\$0.02) for each hour ***of work*** earned and will deduct from each employee two cents (\$0.02) for each hour earned and remit the total of four cents (\$0.04) for each hour of work earned to the Administrator of the Local Union Health and Welfare Fund for the Alcohol/Drug Abuse Fund (De Novo). Contributions for work performed in the jurisdiction of Ottawa and Kingston shall be remitted to the Local Union's Members Assistance Programs.

8.5 Services to Enhance Lifestyles of Indigents Fund:

On all work north of the 60-degree latitude, the rate at which the Employer shall contribute to the Services to Enhance Lifestyles of Indigents Fund shall be:

Journeyman, Fusers/Gas Tech 2 & Helpers:

May 1, 2019 - \$0.25

May 1, 2020 - \$0.25

May 1, 2021 - \$0.25

The S.T.E.L.O.I. fund ***contributions shall be made on all hours of work performed up to a maximum of 40 hours per week (i.e. hours worked over 40 hours per week would not attract Employer Contributions)*** and shall be administered by a Board of Trustees appointed by the UA Director of Canadian affairs.

**New: 8.6 HELMETS TO HARD HATS CONTRIBUTION**

**The Employer will contribute one cent (\$0.01) for each hour of work performed and remit directly to:**

**Helmets to Hard Hats**  
**72 Chamberlain Avenue**  
**Ottawa, ON K1S 1V9**

**Re-number existing 8.6 through 8.12 to 8.7 through 8.13 respectively**

**8.6 8.7** Pipeline Industry Promotion Fund:

The rate at which the employer shall contribute to the Pipeline Industry Promotion Fund for each hour of work performed by each employee shall be:

Journeyman, Fusers/Gas Tech 2 & Helpers:

May 1, 2019 - \$0.20

May 1, 2020 - \$0.20

May 1, 2021 - \$0.20

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

**8.7 8.8** The amounts to be designated as wages and/or Employer contributions to the above funds may be varied from time to time by agreement between the Association and the Union

**8.8 8.9** All such funds due and payable to the above funds, except industry promotion funds, shall be deemed and are considered to be Trust Funds. It is expressly understood that training funds and industry promotion funds are not wages or benefits due to an employee and industry promotion funds are fees for services rendered by the Association

**8.9 8.10** The Board of Trustees of the respective Trust Funds shall have the authority to promulgate such agreements, plans and/or rules as may be necessary or desirable for the efficient and successful operation and administration of the said Trust Funds, including provisions for audit security, surety and/or liquated 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 liquated damages, and not as a penalty, an amount equal to ten percent (10%) of the arrears for the month, or part thereof, in which the Employer is in default. Thereafter, interest shall accumulate at the rate of two percent (2%) per month (24% per year compounded monthly) on any unpaid arrears, including liquidated damages

**8.10 8.11** Any and all agreements, plans or rules established by the Board of Trustees of the respective Trust Funds shall be appended hereto and shall be deemed to be part of and expressly incorporated herein and the Employer and the Union shall be bound by the terms and provisions thereof.

**8.11 8.12** The Employer shall not be required to make additional contributions or payments to any industry Funds established by the Union or its Local Unions nor to any such funds established by Provincial or Territorial Government orders, regulations, or decrees for the purpose of providing similar benefits, it being understood and agreed that the contributions for herein, or any portions thereof shall be deemed to be in lieu of and/or shall be applied as payments to such funds. This provision shall not be applicable to any national funds or plans having general application and established by an Act of the Government of Canada.

**8.12 8.13** The Trustees of the employee benefits funds referred to in this Agreement shall promptly notify the Local Union of the failure by any Employer to pay an employee benefit contributions required to be made under this Agreement and which are owed under the said funds in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the Employment Standards Act, 1991, in relation to the Employee Wage Protection Program



**ARTICLE 10  
WAREHOUSE, TRAVEL, AND SUBSISTANCE**

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

**10.2 The Employer shall pay employees at straight time rates for all time spent travelling to and from the work site. Time will commence leaving the assembly point and end at the time of arrival at the work site. This local travelling time allowance will be made only when an employee reports to an assembly point and is supplied with transportation. Employees who are required to drive equipment to and from the jobsite shall be paid for all time spent performing such duties. Should the employee be required to perform any duties at the yard, the employee is to be paid at the applicable hourly rate.**

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

**May 1, 2019 - \$147.00** per working day

**May 1, 2020 - \$149.00** per working day

**May 1, 2021 - \$151.00** per working day

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

Between:

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of  
the United States and Canada

and

The Pipe Line Contractors Association of Canada


Letter of Understanding

For the purposes of article 10.2 of the United Association Distribution Pipeline Agreement for  
Canada, it is agreed and understood that:

1. time travelling from the assembly point to the work site and from the work site to the  
assembly point constitutes hours worked;
2. employees will be paid at the regular rate of pay for time travelling from the assembly  
point to the work site and from the work site to the assembly point when such travel  
occurs up to 44 hours per week; and
3. that when such travel occurs after the employee has worked more than 44 hours per  
week (including travel to and from the work site) the employee is entitled to overtime pay  
of one and one-half times the regular rate of pay for each hour of such travel.

Signed and Dated at OTTAWA

this 6<sup>th</sup> day of January 2020

  
Greg Mitchell  
Alvin Wickham

For the United Association of Journeymen  
and Apprentices of the Plumbing and  
Pipefitting Industry of the United States and  
Canada

Signed and Dated at Oakville, Ontario

this 3rd day of January, 2020

  
David W. Johnstone  
Chair, Negotiating Committee

  
R. Wayne Hodgins  
Executive Director

For the Pipe Line Contractors Association of  
Canada