SARNIA HEAVY CONSTRUCTION ASSOCIATION

AGREEMENT

MAY 9, 2014 APRIL 30, 2017

COLLECTIVE AGREEMENT

BETWEEN:

GOODFELLOW CONSTRUCTION (1993) LTD.
(hereinafter called "the Employer")

-and-

THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 1089

(hereinafter called "the Union")

WHEREAS the Union is entitled to represent Employees of the Employer; and

WHEREAS the Employer and the Union are bound to a current Collective Agreement governing the terms and conditions of Employment for Employees engaged in the work and classifications coming within the scope of said Agreement; and

WHEREAS the parties wish to provide for the orderly renewal of said Agreement from time to time;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Employer and the Union hereby acknowledge and agree to recognize, observe and be bound by all of the terms, conditions, provisions (both monetary and non-monetary), appendices, schedules and memoranda set forth in and forming part of the Collective Agreement between the Union and the Contractors represented by The Sarnia Heavy Construction Association, applicable to the Sewer and Watermain and Road Building Sectors, including all renewals thereof, as if the same were made between the Union and the Employer.

The Employer hereby acknowledges that it is in possession of and is familiar with all of the terms, conditions and provisions of the Collective Agreement.

SIGNED ON BEHALF OF
THE EMPLOYER

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SIGNED ON BEHALF OF THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 1089

BUSINESS MANAGER
Labourers' International Union of

North America (LiUNA) Local 1089

ARTICLE 1- DURATION OF AGREEMENT

1.1 This Agreement shall become effective on the 9th day of May 2014 and shall continue
to remain in effect until the 30th day of April 2017 and shall continue in force from
year to year thereafter unless either party shall furnish the other with notice of proposed revision of this Agreement within one hundred and twenty (120) days before the 30th day of April 2017 or in a like period in any year thereafter.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining agent for all
employees of the Employer in all sectors of the construction industry in Lambton County engaged in work covered by the schedules and classifications set out in this Agreement and any additional classifications as may be agreed to by the parties, save
and except non-working foremen and persons above that rank.

ARTICLE 3 - UNION SECURITY

3.1 a) The Employer agrees that whenever it requires personnel to perform work
covered by this Agreement, it shall first call the Local Union office for its requirements.

b) If the Union cannot supply qualified and competent personnel within forty-eight
(48) hours (excluding Saturdays, Sundays and statutory holidays), the Employer
may hire such personnel from any other source.

c) The Employer shall be permitted to recall fonner employees who are unemployed and registered at the Local Union office provided he does so within
a twelve (12) month period from the day of layoff and the said employees are in good standing with the Union.

The employer shall be permitted to name hire one (1) in four (4) employees per
project. The reverse order will apply on layoff.

If the employees have been recalled outside the Union office hours, the employers must notify the Union office by 1 O:OOam the next regular business
day.

3.2 All personnel shall be required to have a clearance card issued by the Union before
they start work, unless other arrangements are made with the Union dispatcher.
Such clearance card will not be reasonably withheld.

3.3 Employees working under this Agreement shall be members of the Union in good
standing or make application to become members of the Union within seven (7) days
of hiring or be replaced upon written request by the Union.

3.4 The Employer agrees to engage only those subcontractors, except equipment dealers,
who are in contractual relations with the Union to perform work set out in the classifications of this Agreement or as otherwise agreed to by the parties.

3.5 a) As a condition of employment, all employees shall authorize the Employer to
deduct working dues, initiation fees, and annual assessments from the employees pay. The Union shall notify the employer in writing the amounts and
any changes thereto of the above mentioned deductions.

b) All dues, fees and assessments so deducted shall be remitted together with pension and/ or benefit contributions as set out in this Agreement on or before
the 1 S" day of the month following the month in which such deductions were
made. The Employer shall, when making this remittance to the Union, identify employees both by name and social insurance number and indicate the amount
deducted from each employee on forms supplied by the Union.

3.6 At the request of either party, the Employer or the Union may ask for a pre-job
meeting providing the project amount is over $250,000.00.

ARTICLE 4- MANAGEMENT RIGHTS

4.1 The Union agrees and acknowledges that the Employer has the exclusive right to
manage the business and to exercise such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

a) To determine qualification, classify, transfer, hire, direct, promote, demote, lay-
off, discipline and discharge employees for just cause and to increase and decrease working forces in accordance with the te11ns of this Agreement.

b) To determine the materials to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment.

c) To determine the rules and regulations to be observed by the employees, violations of which may be the cause for discipline and may include discharge.

4.2 The Employer recognizes that the employee and the Union have recourse through
the grievance procedure if they feel that the Employer has exercised any of the foregoing rights contrary to the terms of this agreement. At the request of the employee concerned incidents of alleged discharge for cause shall be in writing.

ARTICLE 5 - GEOGRAPHIC AREA

5.1 This agreement shall be effectiYe within the County of Lambton.

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