BETWEEN
Ball Brothers General Contractors
60 Princess Street
Kingston Ontario

AND
LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA - LOCAL 247

WHEREAS this Agreement is entered into to establish and maintain harmonious relations between the Parties hereto:

NOW THIS INDENTURE WITNESSETH that in consideration of these premises, the Parties hereto covenant and agree as follows:

1. UNION RECOGNITION:

The Contractor recognizes the Union as the exclusive bargaining representative for all construction Labourers and Truck Drivers in the area hereinafter set forth.

2. MANAGEMENT RIGHTS:

The Union covenants and agrees that the Contractor has the exclusive right to manage its own business, and to exercise such right without restriction, save and except as such prerogatives of Management that may be specifically modified by the terms and conditions herein contained.

Without restricting the generality of the foregoing, it shall be the exclusive right of the Contractor:

(a) To hire, direct, promote, demote, lay off, discipline and discharge employees and to increase and to decrease the working force;

(b) To determine the materials to be used, design of the products to be handled, facilities and equipment required, schedule of work and location of equipment;

(c) To determine the rules and regulations to be observed by and complied with by its employees; violation of which rules and regulations shall constitute cause for discipline and may include discharge; and supervision; provided however, that its employees shall have recourse to the grievance procedure hereinafter contained if the said employee decides that the action of the Contractor is contrary to the terms of this AGREEMENT.

3. DURATION OF AGREEMENT:

This Agreement shall become effective the First Day of June, A.D., 1967, and will remain in effect until the 30th day of April, 1970. Should either Party hereto desire to change, add to, or amend this Agreement, the said Party covenants that it will deliver written notice to the other Party, not later than sixty (60) days before the date of termination of this agreement. In the event that no such notice is given by either Party hereto, this Agreement shall remain in force from year to year.
4. **RATE OF WAGES:**

The Rates of Wages of Labourers will be according to the following schedule:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 1967 to April 30, 1968</td>
<td>$2.10</td>
</tr>
<tr>
<td>May 1, 1968 to April 30, 1969</td>
<td>$2.35</td>
</tr>
<tr>
<td>May 1, 1969 to April 30, 1970</td>
<td>$2.62</td>
</tr>
</tbody>
</table>

The rates of wages of skilled Labourers, Vibrator men, Wagon Drill and Air Tool Operators, powder men and mortar men will be according to the following schedule:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 1967 to April 30, 1968</td>
<td>$2.25</td>
</tr>
<tr>
<td>May 1, 1968 to April 30, 1969</td>
<td>$2.50</td>
</tr>
<tr>
<td>May 1, 1969 to April 30, 1970</td>
<td>$2.77</td>
</tr>
</tbody>
</table>

5. **HOURS OF WORK:**

The hours of work shall be forty (40) hours per week, consisting of eight (8) hours per day between the hours of 8:00 a.m. and 5:00 p.m. from Monday to Friday.

6. **OVERTIME WORK:**

All work performed in excess of the (SAID) Forty (40) hours in a week shall be construed as overtime and the Contractor covenants and agrees to pay to the employees for overtime work, one and one-half times the regular rate per hour.

7. **SHIFT WORK:**

All shift work worked outside of the normal working day from 8:00 a.m. to 5:00 p.m. shall be paid at time and one-eighth of the regular rate of pay.

8. **VACATION WITH PAY:**

The Contractor covenants and agrees to pay on June 1st, 1967, Vacation Pay at Five (5%) per cent of the gross earnings. On May 1st, 1968, Vacation Pay shall be Six Percent (6%) of the gross earnings.

9. **HOLIDAYS:**

All work performed on Sunday, New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time.

10. **HIRING OF EMPLOYEES:**

During the currency of this Agreement, the Contractor covenants and agrees to employ only members of the Union for the work covered by this Agreement. Should the Union be unable to supply suitable and sufficient men to the Contractor, then the Contractor may hire such men or men as are available with the understanding that such men must apply to the Union for membership within three (3) days from the date he or they commence their
10. **HIRING OF EMPLOYEES (continued)**

   employment, and in the event that they do not do so, the Contractor shall no longer keep
   the man or men in its employ.

11. **UNION REPRESENTATIVE:**

   The Representative of the Union shall have access to all job sites with the permission of
   the Superintendent during working hours, but in no case shall his visit interfere with the
   progress of the work. In no case shall the Union Representative visit any industrial plant
   which is under the jurisdiction of some other Union.

12. **SETTLEMENT OF DISPUTES:**

   In the event of any dispute concerning the interpretation or alleged violation of any term
   of this Agreement, which cannot be settled otherwise, the provisions for arbitration
   contained in the Ontario Labour Relations Act shall be applicable and shall be used by
   the Parties hereto.

13. **NO STRIKES OR LOCKOUTS:**

   During the currency of this Agreement, the Union covenants that there will be no strike
   or stoppage of work, either complete or partial, for any cause. The Contractor covenants
   that there will be no lockouts during the currency of this Agreement.

14. **AREA:**

   The area covered by this agreement shall be: Prince Edward County and in the Townships
   of Lake, Tudor, Grimthorpe, Marmora, Madoc, Elzi, Rawson, Huntington, Hungerford,
   Sidney, Thurlow, and Tyendinaga in the County of Hastings and in the Townships of
   Percy, Seymour, Cranberry, Brighton and Murray in the County of Northumberland.

15. **HEALTH:**

   The Contractor shall provide a proper and adequate place of shelter, sufficiently heated,
   and where the employee may eat their lunch and store their clothing. Sanitary toilets
   will be provided in accordance with health regulations.

16. **TRADE:**

   The Parties hereto agree, that they will commence a joint application to the Ontario
   Department of Labour, pursuant to the terms of the Industrial Standards Act, to make the
   rates of construction labourers herein contained applicable to all labourers working in
   the area.

17. **TRAVEL:**

   When an employer requires a Labourer to travel to a job beyond the limits of the City of
   Belleville, the employer shall pay Ten Cents (10c) per mile both ways from the City limits
   of the job site to the Labourers except when other suitable transportation is provided.

   Not Applicable to employees hired at Site office.
18. **SUB-CONTRACTORS:**

For work to be performed under the jurisdiction of Local Union No. 247, the Employer agrees to give preference to Sub-Contractors who have a collective agreement with the Local Union No. 247. If the Sub-Contractor does not have an agreement he will be required to observe the conditions of this Agreement.

---

**SIGNED ON BEHALF OF THE CONTRACTORS**

**BALL BROTHERS LTD.**

Per:

[Signature]

See Clarification Clause 17

---

**SIGNED ON BEHALF OF THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA - LOCAL NO. 247**

**J. G. Moulton,**

Business Manager

---

**Howard Allport,**

President

---

**Knud Clausen,**

Vice-President