AGREEMENT

BETWEEN:

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.  
(hereinafter known as the “Employer”)

AND

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL 837 (LIUNA)  
(hereinafter referred to as the “Union”)

EFFECTIVE: September 18, 2011

EXPIRES: September 17, 2014
AGREEMENT

BETWEEN:

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.
Hereinafter referred to as the “Employer”

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA LOCAL 837 (LIUNA)
Hereinafter referred to as the “Union”

WHEREAS the Union and the Employer are desirous of establishing a form of standard collective agreement with respect to employees of the Employer engaged in the construction industry in the Regional Municipality of Niagara and that portion of the Regional Municipality of Haldimand-Norfolk coming within the former County of Haldimand, excluding the industrial, commercial and institutional sector, to provide uniform interpretation, application and administration of the relationship established.

ARTICLE 1
RECOGNITION

1.1 The Employer agrees to recognize the Union as the bargaining agent for all construction labourers in the employ of the Company in all sectors of the construction industry, in the Regional Municipality of Niagara and that portion of the Regional Municipality of Haldimand-Norfolk coming within the former County of Haldimand, excluding the industrial, commercial and institutional sector save and except office staff, construction clerks, shop and yard employees, non-working foremen and persons above the rank of non-working foreman.

1.2 All references in this agreement to the male gender shall be interpreted so as to include the female gender.

ARTICLE 2
UNION SECURITY

2.1 The Employer agrees that all present employees, covered by this Agreement, shall, as a condition of employment after fifteen (15) days from signing of this Agreement, become and remain members, in good standing, of the Union according to their specific classification.

2.2 All new non-member employees, hired on or after the signing of this Agreement, shall, following a 30-day probationary period, make application for membership in the Union, as a condition of employment, become and remain members of the Union within thirty (30) calendar days of the date of employment.
2.3 All employees in the employ of the Employer shall, when working in a position within the bargaining unit described in Article 1 hereof, be required, as a condition of employment, to sign an authorization for dues check-off and assessments from the Union and any such authorization shall be in duplicate and shall be signed by the employee concerned and duly witnessed.

The Employer agrees to recognize such check-off authorization and to deduct whatever sum may be authorized for Union dues and assessments from the first pay due each calendar month and to remit the same not later than the fifteenth (15th) day of the following month to the Financial Secretary of the Union.

The Employer, shall, when remitting such dues and assessments, name the employees from whose pay such deductions have been made and their Employee Numbers, also the names of any employees who have left the employ of the Employer since the last payment and the names of employees who have been hired by the Employer.

The Employer agrees to deduct from each employee in the bargaining unit working dues at the rate of two percent (2%) of the total wage package which includes the hourly rate, vacation pay and health plan and pension plan contributions for each hour earned by each employee. Such deductions shall be forwarded along with the remittances required under Appendix “A” and supporting information shall be as required by the Trustees on the reporting forms. Such deductions shall be immediately paid to LIUNA Local 837 by the administrator of the plans. Furthermore, each employee agrees that effective January 1, 2009 the LIUNA Ontario Provincial District Council working Dues consisting of thirty-five cents ($0.35) per hour worked shall be deducted and submitted by the Employer directly to the Labourers’ Pension Fund of Central and Eastern Canada, along with Pension Contributions on forms supplied by the Union.

2.4 The Union agrees to hold harmless the Employer against any liability incurred as a result of the deduction of Union dues and assessments.

2.5 The Union agrees that the Employer is entitled to contract out work as it has traditionally done, provided however, that such contracting does not result in a reduction of the Employer’s workforce and provided that all employees are recalled from lay-off.

2.6 It is agreed and understood that, prior to recalling and/or hiring any employees, the Employer must notify the union and, in the case of a recalled employee or member of the union, obtain a clearance certificate from the Union before the employee commences work.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The Union agrees that it is the exclusive function of the Employer:

(a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any of all locations, to determine the kinds and location of machines, tools and equipment to be used and
the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency.

(b) To select hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged without reasonable cause shall be subject to the provisions of the Grievance Procedure.

(c) To make or alter, from time to time, and enforce reasonable rules of conduct and procedure.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE 4**

**GRIEVANCE PROCEDURE**

4.1 There shall be an earnest effort, on the part of all parties to this Agreement, to settle promptly, through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this Agreement.

4.2 All grievances, to be dealt with under Step Two below, shall be in writing, on forms supplied by the Union and signed by the employee having such a grievance.

4.3 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps, except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitrator.

4.4 In determining the time which is allowed in the various steps of Articles 4 and 5, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.

4.5 If advantage of the provisions of Article 4 and 5 hereof is not taken within the time limits specified therein, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened, and an arbitrator shall have no jurisdiction to hear and decide the grievance.

4.6 The Employer shall designate and name the official to whom a written grievance is submitted at Step #2.

4.7 (a) It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his foreman or other supervisory personnel acting in this capacity and given him an opportunity of dealing with the complaint. His decision shall be made known to said employee within forty-eight (48) hours. Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**STEP 1** - Within ten (10) full working days after the circumstances, giving rise to the grievance, occurred or originated the aggrieved employee and/or the Union Representative,
shall present the grievance in writing to the official of the Employer named by the Employer to handle grievances at this Step.

If a settlement satisfactory to the Union Representative and the employee concerned is not reached within two (2) full working days, the grievance shall be presented as indicated in Step Two at any time within five (5) full working days thereafter or if the grievance involves monetary, discipline or discharge matters, not involving the interpretation of the Agreement to final and binding determination.

**STEP 2** - Should no satisfactory settlement be reached within five (5) full working days after the meeting the grievance shall be submitted to arbitration.

(b) The Union may process a written grievance which involves a number of employees of the Employer or the interpretation of the Agreement. Such grievances shall be commenced at Step Two of the above procedure.

(c) The Employer may process a written grievance alleging a violation of the interpretation of the Agreement at Step Two of the above procedure.

(d) No decision or settlement involving any grievance which has been dealt with at Step One above, other than grievances which have been properly referred to final and binding determination shall be used by any party as a precedent in future cases and shall be treated as only applicable to the grievance in question.

4.8 Notwithstanding the above, a grievance concerning wages and fringe benefits shall be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated and further provided that a grievance concerning Welfare or Pension contributions shall be presented within thirty (30) days after the particulars of such a grievance should have reasonably become first known to a Union Representative.

**ARTICLE 5**

**ARBITRATION**

5.1 Where a difference or dispute arises between the parties relating to the interpretation, application or administration of this Agreement, either of the parties shall, after exhausting the grievance procedure outlined in Article 4, notify the other party in writing of its desire to submit the difference, dispute or allegation to Arbitration within twenty (20) working days after completion of Step Two in Article 4.7. The notice shall contain the name of the first party’s proposed Arbitrator. The recipient of the notice shall, within five (5) working days, advise the other party that it accepts the proposed Arbitrator or that it rejects such nominee and in such case shall propose another Arbitrator.

5.2 If the recipient of the notice fails to accept or nominate an Arbitrator, or if the parties fail to agree upon an Arbitrator within ten (10) working days of the notice outlined in Article 5.1, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

5.3 The decisions of the Arbitrator constituted in the above manner shall be binding on the parties to this Agreement.
5.4 The Arbitrator shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions, for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

5.5 The parties to this Agreement will equally bear the expenses of the Arbitrator.

**ARTICLE 6**
**UNION REPRESENTATION**

6.1 The Employer shall grant permission to any representative of the Union, upon reasonable request, to enter the Employer’s premises or job site(s) for the purpose of confirming administration of this Agreement provided that it is safe to do so, it does not interfere with the work and provided he advises the site supervisor in advance.

6.2 The Employer agrees to recognize a one (1) steward from the Union as may, from time to time, be appointed by the Union, but shall not be obliged to recognize such steward until they, have been informed in writing of the name of the steward as appointed.

   (a) One steward for the Union shall be one of the last two employees covered under the terms of this Agreement to remain working providing he is competent and capable of doing the remaining work.

   (b) No discrimination shall be shown against any steward for carrying out his duties.

6.3 The steward shall not absent himself from his regular duties without the Employer’s permission, and such permission shall not be unreasonably withheld. The employer will compensate the employee for the time spent in grievance meetings with the Employer at their regular rate of pay and this does not apply to time spent on such matters outside of regular working hours.

Should the Company believe that the Steward’s activities are affecting the quantity or quality of either the Steward’s work or the work of the other employees, the Company shall contact the Business Agent of the Local Union.

**ARTICLE 7**
**NO STRIKE, NO LOCKOUT**

7.1 During the term of this Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout.

7.2 The words “Strike” and “Lockout” in this Agreement shall mean “Strike” and “Lockout” as defined in the Ontario Labour Relations Act.

7.3 The Union agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes. The Union agrees that Employees who participate in an unlawful strike, including a work slowdown, that results in a financial loss to the employer, may be disciplined.
ARTICLE 8
SAFETY, SANITATION AND SHELTER

8.1 The Employer, the employees and the Union agree to abide by the provisions of the current Occupational Health and Safety Act and regulations for Construction Projects, the Employer’s company Safety and Environmental policy and any other applicable Federal or Provincial regulations or acts concerning Safety or Environmental matters.

8.2 Every employee shall, as a condition of employment, be required to wear approved safety helmet, approved safety boots and other personal protective equipment that may be designated by the Employer and required in specific work areas.

Safety Helmets and personal protective equipment (as described below) other than footwear will be supplied by the Employer at no cost or deposit to the Employee who shall sign an agreement setting out the cost of the articles, and providing that the articles must be returned on termination of employment. Articles not returned, lost, damaged or destroyed (excepting normal wear and tear) will be charged to the Employee and such charges will be deducted from the Employee’s pay. The Employee shall be made aware of any deductions prior to said happening.

Personal protective equipment is hearing & eye protectors safety belts and fall arrest systems, rain gear, rubber boots and safety vests. Also included are any articles required to comply with applicable safety codes and acts.

8.3 The Employer agrees to supply the necessary drinking water and proper sanitary facilities where feasible which shall be maintained in a clean and sanitary condition by the employees and the Employer.

8.4 Yearly, in the spring, after the first construction season of work, the Employer shall provide to each employee $125.00 as a boot allowance, following the completion of one year of work.

ARTICLE 9
PRODUCTIVITY AND QUALITY

9.1 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means the productivity of the individual employee and both will undertake individually and jointly to promote such increased productivity. The parties further recognize the importance of improving the quality of work performed.

9.2 The Union and the employees will co-operate with the Employer to prevent wasteful practices.

9.3 All disciplinary action taken by the Employer shall be removed from the Employees’ files and records after two years from an occurrence.
ARTICLE 10
PAYMENT OF WAGES

10.1 Wages shall be paid bi-weekly not later than Thursday, by cash, cheque or direct deposit at the option of the Employer, and shall be accompanied by a statement outlining hours of work, overtime hours, deductions for income tax, employment insurance, etc, where applicable.

10.2 When an employee is permanently laid off, he shall receive his accrued pay in full and shall be given his Record of Employment certificate and Vacation Pay on the next regular pay day.

10.3 When an employee quits, or is dismissed, he will receive his pay, Record of Employment Certificate and Vacation Pay on the next regular pay day.

10.4 Direct deposit for all employees shall be deposited in the employees’ account by Friday noon.

ARTICLE 11
REST PERIODS AND LUNCH BREAK

11.1 It is agreed that all employees of the Employer will be permitted a rest break of ten (10) minutes in each half of their respective shifts.

11.2 Employees shall be entitled to an unpaid lunch break of one-half (1/2) hour to be taken at a reasonable time, approximately mid way through the shift.

11.3 Suitable and adequately heated shelter for employees to eat their lunch shall be provided by the Employer, where practical.

ARTICLE 12
HOURS OF WORK AND OVERTIME

12.1 The following Article is for the sole purpose of calculating overtime only, and shall not be construed as guarantee of hours per day or per week, or of the days of work per week.

12.2 There will be no duplication or pyramiding of overtime, and/or any other premium compensation.

12.3 The normal work week shall consist of fifty (50) hours per week and eleven (11) hours per day, excluding travel time and service time.

12.4 All hours worked other than those in 12.3 above shall be paid at the rate of one and one-half (1½) times the regular rate of pay exclusive of travel (overtime will only be paid once for the same hour).

12.5 All hours worked on Sunday shall be paid at the rate of double time (2x) the regular rate of pay. All hours worked on Statutory Holidays shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay.
ARTICLE 13
VACATION AND STATUTORY HOLIDAYS

13.1 Vacation and Statutory Holiday pay shall be paid to each employee covered by this collective agreement, at the rate of ten percent (10%) of the gross wages earned and income tax will be deducted weekly and paid to the employee twice (2x) a year (i.e. July 1 and December 1 of each year).

It is understood and agreed that four percent (4%) of the gross wages is to be considered Vacation Pay and six percent (6%) of the gross wages is to be in lieu of Statutory Holiday Pay.

13.2 The following Statutory Holidays shall be observed:

- New Year’s Day
- Labour Day
- Family Day
- Good Friday
- Thanksgiving Day
- Victoria Day
- Christmas Day
- Dominion Day
- Boxing Day
- Civic Holiday

And any additional holiday when proclaimed by the Federal and/or Provincial Government.

ARTICLE 14
REPORTING ALLOWANCE

14.1 An employee who reports for work at the regular starting time, unless he has been directed not to report, and for whom no work is available will receive two (2) hour pay provided he remains at the job if requested by his supervisor. The employee must be reasonably available to be advised of changes or cancellations.

14.2 An employee who starts his regular work shift at the job site, and who has worked more than three (3) hours will receive four (4) hours pay if the job is shut down by the Employer before he has had an opportunity to work for four (4) hours provided he remains at the job if requested to do so by his supervisor.

ARTICLE 15
CLASSIFICATIONS AND WAGE RATES

15.1 Attached hereto as Appendix “A”, to this Agreement are schedules of Classifications and Wage Rates.

15.2 Rates for new classifications for work for which is clearly within the union’s jurisdiction, not appearing in the wage schedule, shall be classified and agreed on by the Union and the Employer within thirty (30) days of being placed in operation.

15.3 When an employee of the employer is assigned and works two full shifts within a two day period performing the work of a higher rate classification, he shall be paid that rate for the work that was performed in the two day period.
15.4 The Company and Union recognize that supervisors will not normally perform the work of employees recognized by this agreement. Both parties agree that Supervisors will be required to perform such work, from time to time, for the purpose of assisting; training; demonstrating; relieving, when relief is not available; or in cases of an emergency.

ARTICLE 16
APPENDICES

16.1 The following appendices attached to this Agreement form part of this Collective Agreement:

APPENDIX “A” LIUNA Classifications and Wages
LIUNA Benefit Contributions
LIUNA Pension Contributions
LIUNA Training Contributions
LIUNA Tri-Fund Contributions
Remittance of Contributions

ARTICLE 17
DURATION OF AGREEMENT

17. This Agreement shall be effective September 18, 2011 and shall continue in effect until, September 17, 2014 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the annual expiration date that it desires to amend the Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

DATED this ________ day of ______________, 2012

SIGNED ON BEHALF OF:
CENTENNIAL CONSTRUCTION
AND CONTRACTING (NIAGARA)

SIGNED ON BEHALF OF:
Labourers’ International Union of North America, Local 837

Signature
Print

Signature
Print
APPENDIX “A”

LIUNA SCHEDULES

These work classifications are defined to establish wage rates for personnel covered by this Agreement when working in these classifications and all similar equipment working on land and water in the Regional Municipality of Niagara (except the City of Nanticoke).

ARTICLE A1 – CLASSIFICATION AND WAGES

The minimum basic wage rates for employees performing work covered by this Agreement shall be in accordance with the following schedule of work classifications and wage rates.

The rates of wages shall be effective on the dates indicated.

A1.1 Working foreman to receive a minimum of 10% above Group I Skilled Labourers rates.

A1.2 Lead Hand to receive a minimum of 10% above Group II- Labourer rates.

GROUP I

Skilled Labourer: Concrete Screedman, Puddler and Floatman Etc.- Concrete Mixer Under 1 Cubic Yard, Dinky Motor Man, Scrootcrete Driver Rammax, Tramper O.P. Remote controlled or otherwise –Crawler Type Driller, Powderman – Rodman Reinforcing Installers, - Catch Basin Constructors – Curb Setter, Gutter Brick Setter Asphalt Rakers (1 pair boots per year), **Pipelayers (All types & Materials), Trenchless Technologist (sewer and watermain relining) – Cement Finishers, - Man Hole Valve Chamber Constructors, Grademan, Topman, *Carpenters.

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* Carpenters shall receive an hourly premium of $1.00 per hour over the Group I rate.

** Pipelayers shall receive an hourly premium of $0.75 per hour over the Group I rate.

GROUP II

Labourer:

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1. Labourer/Apprentice 1st Year.

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* Above Apprentice rates are for 1800 hours of work performed.

ARTICLE A2 – LIUNA BENEFIT CONTRIBUTIONS

A2.1 Commencing September 18, 2011 the employer agrees to contribute for Welfare to Local Welfare Fund, at the rate of One dollar and sixty cents ($1.60) per hour for each hour worked by each employee covered by this Agreement.

ARTICLE A3 – LIUNA PENSION CONTRIBUTIONS

A3.1 Commencing September 18, 2011, the Employer agrees to remit for Pension to the Labourer’s Pension Fund of Central and Eastern Canada at the rate of Three dollars and fifteen cents ($3.15) per hour for each hour worked by each employee covered by this Agreement. Commencing February 1, 2013 the Employer agrees to remit for Pension to the Labourer’s Pension Fund of Central and Eastern Canada at the rate of Three dollars and Ninety-five cents ($3.95) per hour for each hour worked by each employee covered by this Agreement.

ARTICLE A4 – LIUNA TRI-FUND CONTRIBUTIONS

A4.1 Commencing September 18, 2011 the employer agrees to contribute to the Labourer’s Local 837 Members’ Training and Rehabilitation Trust Fund, at the rate of five cents ($0.05) per hour for each hour worked by each employee covered by this Agreement.

ARTICLE A5 – LIUNA TRAINING & BUILDING CONTRIBUTIONS

A5.1 Commencing September 18, 2011 the employer agrees to contribute to the Labourer’s Local 837 Training and Building Fund, at the rate of twenty-five cents ($0.25) per hour for each hour worked by each employee covered by this Agreement.
ARTICLE A6– LIUNA CONTRIBUTIONS- GENERAL

A6.1 All contributions shall be paid prior to the 16th day of the month following the month which such hours were worked, and shall be accompanied by a remittance report for each employee on a form prescribed by the Board of Trustees of the Union and agreed upon by the Employer. Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer’s payroll ending nearest to the last day of the preceding calendar month. Such contributions shall be made by cheque, payable to the Trustees so designated by the Union. The Union shall supply the Employer with remittance report forms.

A6.2 The Union undertakes not to use any monies paid to the Health and Welfare Fund for the purpose of providing strike benefits to any of the union members of employees, against the Employer signatory to this Agreement.

A6.3 The Union further agrees to provide the Employer upon request with an annual audited statement, certified by a chartered accountant as to the allocation and disbursement of the Health and Welfare and Pension Funds.
LETTER OF UNDERSTANDING #1

BETWEEN

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.  
(“Employer”)  

- and –  

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 837  
(“Local 837”)  

The parties agree to cooperate in the resolution of any jurisdictional disputes that may arise and that, prior to taking any action or application with the Ontario Labour Relations Board, they will meet and attempt to resolve any jurisdictional dispute that may arise.

All parties agree in principle that existing work practices will continue.

DATED this ________ day of _____________, 2012.

SIGNED ON BEHALF OF:

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.

______________________________  
Signature

SIGNED ON BEHALF OF:

Labourers’ International Union of North America, Local 837

______________________________  
Signature
LETTER OF UNDERSTANDING #2

BETWEEN

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.

(“Employer”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 837

(“Local 837”)

The parties agree that during the next round of negotiations there shall be an increase of $1.00 per hour, on the Package, over and above the negotiated rate increase. This Letter of Understanding shall be renewed till the end of the next Collective Agreement, but no further extensions will be made.

DATED this ________ day of ______________, 2012.

SIGNING ON BEHALF OF:

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.

______________________________
Signature

SIGNING ON BEHALF OF:

Labourers’ International Union of North America, Local 837

______________________________
Signature
LETTER OF UNDERSTANDING #3

BETWEEN

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.
(“Employer”)

- and –

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 837
(“Local 837”)

The parties agree that the Employer shall apply the wage rates and conditions of the appropriate local agreement for the class and character of work being performed on all work on E.P.S.C.A. projects, Excavation, Road Sewer & Watermain, Pipeline, Maintenance and Building Construction projects and Heavy Engineering Sector

DATED this ________ day of _____________, 2012.

SIGNED ON BEHALF OF:

CENTENNIAL CONSTRUCTION AND CONTRACTING (NIAGARA) INC.

____________________________
Signature

SIGNED ON BEHALF OF:

Labourers’ International Union of North America, Local 837

____________________________
Signature