

AGREEMENT

This Agreement is made and entered into this ____ day of May, 2025, by and between:

The Municipality of Brockton, a municipal corporation organized under the laws of the Province of Ontario (hereinafter referred to as the “Municipality”),

and

The Laborer’s International Union of North America, a trade union as defined in the Labour Relations Act, 1995, S.O. 1995, c. 1, Sched. A, (hereinafter referred to as “LiUNA”).

WHEREAS:

A. LiUNA seeks to provide its members with practical, real-world experience as part of their ongoing training and development.

B. The Municipality is willing to allow LiUNA members to complete certain tasks that align with their training objectives, at no cost to the Municipality.

C. The parties wish to set forth their understanding and agreement in writing.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Purpose and Scope

LiUNA shall complete certain tasks for the Municipality at no cost. These tasks shall be part of the training of LiUNA members and are intended solely for educational and experiential purposes.

2. Approval of Tasks

The Municipality and the LiUNA shall jointly agree, in writing and in advance, on a list of appropriate tasks (the “Approved Tasks”). No tasks shall be undertaken unless mutually approved. Such Approved Tasks shall be suitable for training purposes, not duplicate, replace or erode any duties or work that would otherwise be completed by employees of the Municipality, especially any employees that may be Members of the International Union of Operating Engineers.

2.1 Approved Members List: LiUNA shall furnish the Municipality, in advance and in writing, with a list of the names of all individuals proposed to perform any work pursuant to this Agreement. Only those individuals so identified shall be permitted to perform work or be present on the worksite.

2.2 Supervision: LiUNA shall be solely and exclusively responsible for the training, conduct, and supervision of its members performing the tasks under this Agreement. LiUNA shall ensure that all such individuals are appropriately trained and supervised in accordance with all applicable standards and shall remain in compliance with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and any regulations made thereunder.

2.3 Entry on Lands: The Municipality hereby grants permission for the individuals identified by LiUNA to enter upon lands owned by the Municipality for the limited purpose of performing the Approved Tasks under this Agreement. Such permission is conditional upon continued compliance with all terms of this Agreement.

2.4 Comply with Policy: All individuals permitted to perform work under this Agreement shall comply with all applicable policies of the Municipality, including but not limited to the Municipality’s Respect in the Workplace Policy and any applicable health and safety protocols.

2.5 Condition of Worksite LiUNA shall be responsible for ensuring that all worksites are left in a clean, safe, and orderly condition at the conclusion of any work, including the

proper disposal of all waste materials, debris, and tools. The Municipality shall not be responsible for any clean-up activities.

2.6 No Damage: The Municipality shall not be responsible for any damage to tools, equipment, or personal property belonging to LIUNA or its members. LIUNA acknowledges that all such tools and equipment are brought onto the site at LIUNA’s sole risk, and LIUNA waives any claim against the Municipality in respect of the same.

2.6. No Warranties: LIUNA expressly disclaims and makes no representation or warranty, express or implied, as to the quality, suitability, merchantability, or fitness for purpose of any work performed under this Agreement. The Municipality acknowledges and agrees that all such work is performed on an 'as-is' basis and for training purposes only.

3. No Employment Relationship

At no time shall LiUNA members be considered employees, contractors, or agents of the Municipality. Nothing in this Agreement shall be interpreted to create an employment, joint venture, or agency relationship between the LiUNA members and the Municipality.

4. Liability and Indemnification

The LiUNA shall assume full responsibility for the actions and conduct of its members during the performance of any Approved Tasks. LiUNA agrees to indemnify, defend, and hold harmless the Municipality, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising from or related to injury to persons (including LiUNA members) or damage to property in connection with the performance of the Approved Tasks.

5. No Liens

LIUNA shall not permit or allow any task to be performed which may give rise to a lien, encumbrance, or claim under the Construction Act, R.S.O. 1990, c. C.30, or otherwise, against any property or interest of the Municipality.

6. Termination

This Agreement may be terminated by either party with not less than three (3) business days’ written notice to the other party.

7. Miscellaneous

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

7.2 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes any prior discussions or agreements, whether written or oral.

7.3 Amendments: No modification or amendment to this Agreement shall be effective unless made in writing and signed by both parties.

7.4 Notices: Any notice required under this Agreement shall be made in writing and delivered in person, by courier, or by email with confirmation of receipt to the addresses set forth above.

7.5 All work performed under this Agreement shall be conducted in full compliance with all applicable laws, statutes, bylaws, ordinances, codes, and regulations of the Municipality of Brockton, the Province of Ontario, and the Government of Canada.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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| MUNICIPALITY OF BROCKTON | Laborer’s Internation Union of North America |
| By: _____ Name: Title: | By: _____ Name: Title: |
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