

COLLECTIVE AGREEMENT

Between

**WAJAX LIMITED
Dartmouth, NS**

And

UNIFOR LOCAL 4005

January 1, 2021 - December 31, 2023

THIS AGREEMENT BETWEEN: Wajax Limited
70 Raddall Avenue
Dartmouth, Nova Scotia B3B 1T7

(hereinafter called "The Company")

AND: Unifor Local 4005
63 Otter Lake Court
Halifax, Nova Scotia, B3S 1M1

(hereinafter called "The Union")

WITNESSETH: That the parties hereto agree as follows:

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ARTICLE 1 - OBJECTS

- 1.01 The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling differences or grievances which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provision of this Agreement.

ARTICLE 2 - DURATION

- 2.01 This Agreement shall be in full force and effect from and including the 1st day of January, 2021, to and including the 31st day of December, 2023, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement, within three (3) months immediately preceding the anniversary date in any year thereafter, by written notice, to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement.
- 2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lock-out or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

ARTICLE 3 - DEFINITION OF EMPLOYEE

- 3.01 In this Agreement "employee" means a person who is employed by the Company for whom the Union has been certified as the Collective Bargaining Agent by the Labour Relations Board of Nova Scotia.

ARTICLE 4 - BARGAINING AGENCY

- 4.01 The Company recognizes and agrees that the Union is the sole Bargaining Agent for the employees of Wajax Limited employed at the place set out in the certificate of bargaining authority.
- 4.02 This Agreement shall be binding on the Company and the Union and their respective successors, executors and assigns and on each employee.
- 4.03 Counting from the date he commences employment with the Company, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate Initiation fees.
- 4.04 The right to hire employees of its choice is vested exclusively in the Company.
- 4.05 The Company shall deduct from each new employee an amount equal to the Union fees from the employee's first payroll check after the said employee has become a member of the Union and after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest application check-off; i.e., if the check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.

ARTICLE 5 - HOURS OF WORK AND OVERTIME AND CALL IN

5.01 The regular work week shall be eight (8) hours per day, forty (40) hours per week from either Monday through Friday or Tuesday through Saturday with a lunch period of one-half (1/2) hour except as provided hereinafter.

5.01.01 Should the requirements of the operation be such that the Company needs to extend the hours of work to ten (10) hours per day from either Monday through Thursday or Wednesday through Saturday, then the following schedules shall apply:

A Work Schedule Eight (8) Hours

B Work Schedule Ten (10) Hours

Employees normal day shifts starting times will be 8 H 00 A.M.

An employee's starting time shall only be changed with one week's prior written notice.

The Company may implement either A or B schedule or a combination of both. When the requirements of the business necessitate different starting time for day shifts, the employer and the Union will attempt to agree on the change required. Failing such an agreement, the starting time must be between 7 H 00 and 9 H 30 A.M.

5.02

(a) The Company may implement evening or night shifts and will advise the employees at least two (2) weeks in advance of the starting date. Selection of employees will be made on a voluntary basis, but the Company will select the required employees in reverse order of seniority if there are no qualified volunteers to satisfy to the requirements set by the Company, excluding road service technicians. A vacancy on the day shift shall first be offered to employees on the night shift in order of seniority, provided the employee possesses the necessary qualifications.

(b) Employees working on the evening shift will be paid one dollar fifty cents (\$1.50) per hour premium.

Work schedules for the evening shift are, to be spanned out over five (5) days, from Monday through Friday.

(c) Work schedules shall be rotated on a biweekly basis unless otherwise agreed upon, in writing by both parties at the time of hiring.

5.03 Work schedules must have at least two (2) people on the schedule and such schedules shall not be changed without fourteen (14) days prior notice and shall not cause a loss of earnings for persons covered by this Agreement.

5.04 Parts Department Call-In

During the term of the Agreement, the Company will pay forty dollars (\$40.00) per call-in plus one (1) hour at applicable rate for call-in.

NOTE: Partsperson stays on clock and gets paid applicable overtime rate if he should have to serve other customers or if first call-in requires more than one (1) hour to complete.

Stand-by Partsperson will receive eighty dollars (\$80.00) per week for carrying beepers and/or cell phone for the term of the Agreement.

5.05 Overtime and Call-In

- (a) All hours worked outside an employee's regular scheduled shift or on Saturdays, if not a regularly scheduled day, shall be paid at one & one half (1½) times the base rate of pay if approved by Manager and will be paid by minimum increments of fifteen (15) minutes after the first fifteen (15) minutes only.
- (b) All hours worked on a Holiday and Sunday shall be paid at double time (2X) the regular hourly rate of pay, plus the holiday pay, paid at the appropriate hours as scheduled in accordance with Articles 5.01 or 5.01.01
- (c) After sixteen (16) hours on duty an employee will be entitled to a maximum of eight (8) hours off duty before reporting to work.

5.06 Call-in: All service employees called in to work after they have left the Company's premises during their work week, will be paid a minimum of four (4) hours at their applicable overtime rate of pay.

5.07 Call-in: All service employees called in on a Sunday or a Holiday will be paid a minimum of four (4) hours at the applicable overtime rate.

5.08 Employees, if they so desire, shall be entitled to bank overtime hours to a maximum of twenty-four (24) hours at any one time.

Employees shall have their overtime banked at a rate equivalent to what they would have been paid had they received such overtime on their regular pay check.

Employees shall be entitled to use their time banked for purposes of time off in lieu of pay or an employee may withdraw in form of pay.

Time off will be by mutual agreement between the employee and the appropriate supervisor.

Any unused banked overtime will be paid out at the end of each year.

5.09 When overtime wage work is required, the Employer will canvas qualified employees to perform the work on the basis of seniority, from a weekly list filled by employees available for such work. The only exception to this practice will be to permit a Technician to complete work he has already started. A copy of the list will be given each Monday to the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union agrees and recognizes that:

- (a) The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- (b) The Company has and shall retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for proper cause, subject to the terms of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following manner:

- (a) The employee or his Shop Steward shall take the matter up with the Company within seven (7) calendar days of the said grievance.
- (b) Should a solution not be reached by steps (a), then a Business Representative of the Union, accompanied by the employee, if the employee or Business Representative so wishes, shall discuss the matter with the Company. If a solution is reached, this shall be final.
- (c) If the procedures set forth in (a) and (b) above do not result in a solution being reached within seven (7) calendar days of the first discussion between a Business Representative of the Union and representative of the Company or within such further period as the Company and the Union agreed to in writing, the dispute shall be referred to an Arbitrator as follows:
 - (1) The employer and Union shall agree on an Arbitrator within fourteen (14) days following the referral to Arbitration given by one or the other party. The party receiving the said notice of intention to arbitrate shall, within two (2) working days, by way of telephone or email, acknowledge receipt of the said notice and, at the same time, specify their choice of arbitrator(s). At this point the party giving notice shall have two (2) days to either accept the suggested arbitrator put forward or decline the choice and submit their preferred arbitrator. The cycle will continue until the parties agree on an arbitrator. If both parties do not mutually agree, then the Minister of Labour shall appoint such Arbitrator.
 - (2) The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) calendar days from the date of the appointment of the Arbitrator provided the parties may extend the time by agreement in writing.

The Arbitrator shall not have the power to alter, vary, modify or amend any of the provisions of this Agreement or to substitute any provision for any of the provisions. The decision of the Arbitrator is to be complied within three (3) working days of this Agreement nor render a decision inconsistent therewith.

Receipt of the parties and will be final and binding.

The expenses and remuneration of the Chairman shall be paid by the parties in equal shares. Without restricting the specific powers herein before mentioned, the Arbitrator shall have all the general powers of an Arbitration.

- (3) Any discharged employee may, within seventy-two (72) hours of his discharge, in writing require the Company to give him the reasons for his discharge and the Company will give such reasons to him in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of such employee, only the reasons so set forth In writing, shall constitute cause.

7.02 **Company or Union Grievance** - Any grievance of the Company or the Union concerning the interpretation or alleged violation of this Agreement shall be submitted to the Union or the Company within fifteen (15) calendar days of the knowledge of the facts giving rise to the grievance. If no solution is reached within fifteen (15) calendar days following this notice, then it shall be submitted to Arbitration according to Article 7.01 (c) of this Agreement.

ARTICLE 8 - SENIORITY

8.01 Seniority means the length of continuous employment within the Bargaining Unit with the Company.

Seniority, for the purpose of this Agreement, shall be applied strictly by Departments and the Departments are:

1. Service; and
2. Parts / Shipping / Receiving.

8.02 When a new employee is hired, it is agreed that he shall be on probation and during this period seniority shall not be applicable. When the probationary period is completed, seniority will commence from the date of hiring. Probationary period will be completed when an employee will have accumulated one hundred twenty (120) days of work.

8.03 An employee re-entering the employ of the Company after his right to recall has expired shall not be subject to another probation period.

8.04 A laid-off employee shall retain his seniority and recall rights within his classification with the Company for nine (9) months after the date of lay-off.

8.05 If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such employee's continuous service with the Company by reason of such lay-off.

8.06 When new jobs are available, wherever possible, the Company will promote employees to a better paying job; qualifications and ability being equal, seniority shall be considered the governing factor.

8.07 When new employees are hired, it shall be the responsibility of the Employer to see that such employees are introduced to the appropriate shop steward, prior to his commencing work. In

addition, the shop steward shall be notified in writing of the new employees' classification within seven (7) calendar days.

- 8.08 Bargaining Unit members who take a position within the Company but outside of the scope of the Bargaining Unit shall only retain their Bargaining Unit seniority for a period of six (6) months following the date they left the Bargaining Unit. During that period such employees will continue to accrue seniority.

However, an employee who has returned to his Bargaining Unit within that six (6) month period, will not be allowed the same privileges for the next twelve (12) months unless he is requested by the Management to assume such functions as a temporary replacement, at which time he shall continue to accumulate his seniority.

8.09

- a) When it is necessary to reduce the workforce, Technicians shall be laid off in reverse order of seniority starting from the bottom up.
- b) The same rules will apply to Parts/Shipping/Receiving person.

- 8.10 If any employee is laid-off or resigns, one (1) weeks' notice must be given by either party. In the event the Company lays the employee off without one (1) weeks' notice, the employee shall receive one (1) week's pay.

ARTICLE 9 - VACATIONS

- 9.01 The Company shall give each employee an annual holiday, which shall be allocated on the basis of seniority and based on the following entitlement:

- (a) An employee having less than one (1) year of service as at January 1st of each year will be entitled to a pro-rated amount based on standard hours worked per pay schedule and a vacation pay equal to six percent (6%) of the wages earned during the preceding year.
- (b) An employee having between one (1) year and less than nine (9) years service as at January 1st of each year shall receive three (3) weeks vacation and a vacation pay equal to six percent (6%) of the wages earned during the preceding year, or whichever is greater, providing he has worked eight full regular months during the preceding year.
- (c) An employee having between nine (9) years and less than twenty 20 years' service as at January 1st of each year shall receive four (4) weeks' vacation and a vacation pay equal to eight percent (8%) of the wage earned during the preceding year, or whichever is greater, providing he has worked eight full regular months during the preceding year.
- (d) An employee having twenty (20) or more years ' service as at January 1st of each year shall receive five (5) weeks' vacation and a vacation pay equal to ten percent (10%) of the wage earned during the preceding year, or whichever is greater, providing he has worked eight full regular months during the preceding year.

- 9.02 Vacation selection will be done in a three-round format. In the first round, the employee can select up to two (2) weeks' vacation. After all employees have been granted their first selection, a second round can be made of up to two (2) weeks. After the second selection, a third round can be made for all remaining vacation. An employee can request two (2) weeks of vacation in the summer months (June 1st to September 30th).

The employee confirms in writing to his Supervisor his request(s) for vacation at the latest December 1st of each year and the employer will communicate in writing the official vacation schedule approved at the latest January 31st of each year. If an employee fails to submit his request(s) within the deadline, seniority privileges will be compromised as he will be eligible to plan his vacation according to the remaining availabilities.

- (a) The first two (2) weeks of vacation must be marked on a list, reference 9.05. Remainder of employees choose their vacations and mark on list. Then employees with more than two (2) weeks' vacation may be taken with a minimum of two (2) weeks' notice, if time is open, unless other arrangements are made.

However, the employees must have worked at least eight (8) months during the preceding period to be eligible to obtain the greater of his percentage of vacation or the number of weeks notwithstanding any other provisions in this Agreement.

- (b) Employee vacation requests approved by the Company will not be changed after April 30th of each year without mutual agreement between the Company and the Union.

- 9.03 Each employee shall be required to take the full annual holiday period that he is entitled to under the provisions of this Agreement.

- 9.04 Eligibility for vacations shall be maintained and accumulated during absence due to:

- (a) A compensationable accident;
- (b) Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.

- 9.05 The Company will issue each employee a "Vacation Request/Approval" Form. From the time all Request Forms are returned for processing, the Company shall have not more than forty-five (45) days in which to notify each employee of his vacation period.

Each employee shall be given a statement as of January 30th of each year showing his gross earnings from January 1st to December 31st of the preceding year and showing his vacations entitlements. Any employees wishing to use vacation in the month of January shall make the request to the Company.

ARTICLE 10 - STATUTORY HOLIDAYS PAY

- 10.01 The Company shall give to each employee of the designated Statutory Holidays as well as all others listed below. For each such holiday, an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work.

New Year's Day	Good Friday	Dominion Day
Victoria Day	Labour Day	Thanksgiving Day
Remembrance Day	Dartmouth Natal Day	Christmas Day
Boxing Day	Christmas Eve Day	February Heritage Day

- 10.02 During the term of this Agreement, should the Federal or Provincial Government proclaim a new Federal or Provincial holiday, the specified day shall be deemed to be part of the above list and is to be observed under the provisions of this Clause.
- 10.03 To be entitled to this holiday pay, an employee must work or have been available for work the regular working day immediately following and the regular working day immediately preceding the holiday, unless he has received the Company's permission in writing to be absent.
- 10.04 Without limiting the general application of the above sub-sections of this Article, but subject to the provisions contained herein, Statutory Holiday pay provisions will prevail;
- (a) Where an employee is off work due to any circumstances, for which he is eligible to receive compensation under Worker's Compensation Act, provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday.
- (b) Where an employee is off work due to sickness, quarantine, or an accident, provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday. A doctor's certificate shall be submitted as proof of disability.
- 10.05 When a Statutory Holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday In addition to his vacation pay, or a day off with pay in conjunction with his vacation.
- 10.06 When a statutory holiday falls on a Saturday or on a Sunday, then the next day shall be observed as the holiday. If Christmas day and Boxing Day fall on Saturday and Sunday respectively, then the next two (2) days shall be observed as holidays.

ARTICLE 11 - WAGES

- 11.01 The Company shall remunerate during the term of this Agreement its employees at the wage rate applicable to the job classification that each such employee is employed in and these applicable wage rates shall be those agreed upon and set out in Schedule "A" attached hereto and forming part of this Agreement.
- 11.02 **Payment of Wages** – All wages shall be paid on a bi-weekly basis on the Company designated pay day by deposit.
- Each employee shall be given a statement as of January 30th of each year showing his gross earnings from January 1st to December 31st of the preceding year and showing his vacation entitlements.
- 11.03 Payment of all wages will be made during working hours. In the event that an employee is laid off, the Company shall pay such employee not later than the following pay period after he

ceased to be an employee of the Company, all wages, salary and holiday pay earned by such employee, excluding authorized deductions, employee shall be required to return Company owned tools, coveralls, shop manual, etc. to be eligible for final pay.

- 11.04 The Company will issue to each employee a separate or detachable statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions therefrom. The Company can also issue to the employee an electronic pay stub showing the same details as the detachable statement.
- 11.05 An employee shall be required to fill out time slips and/or scan punch clock daily and fill job reports daily and/or at the beginning and completions of the job, and shall complete these reports in such detail as specified by the Company. This is not meant to limit the employee solely to these two (2) reports, but is to be treated only as a minimum requirement and any other reports, etc. deemed necessary by the Company shall be treated as a further requirement.
- 11.06 The Company and the Union recognize that training is an important function of a Distributor and therefore, notwithstanding provisions of Article 5.05, all hours spent on training will be paid at straight time. Updates and other company meetings will not be paid and employees must participate, provided that a seven (7) calendar days' notice is given prior to each meeting. There will be a maximum of four (4) meetings per year and they will not exceed two (2) hours in length.
- 11.07 An employee who is required to attend a training course at a location other than their home base, the Company shall provide the necessary transportation, accommodations, meal and other legitimate expenses. In the event the employee must travel outside their regular working hours, the employee shall be paid their regular hourly rate of pay at straight time to a maximum of eight (8) hours in any one day.

ARTICLE 12 - TRANSPORTATION AND EXPENSES

- 12.01 Employees required to report for work who do not return daily, shall be paid all their transportation, accommodation and meal expenses.
- 12.02 Travel time during the employee's regular shift hours will be paid at straight time. Travel time authorized by the Company or the customer outside the employee's regular shift hours will be paid at the applicable rate.

Living expenses plus thirty dollars (\$30.00) a day will be paid for stand-by waiting time on Saturdays, Sundays and Holidays not covered by premium and/or overtime rates of pay.
- 12.03 Employees required to work outside the shop who commute daily, their time shall commence when they report to the shop in the a.m. and will not be completed until, they have returned to the shop in the p.m. If the Company wishes to avoid premium overtime rates in said conditions, the employee should be instructed to leave the work location with sufficient time to arrive at the shop at the normal quitting time. Transportation to and from the work locations will be supplied by the Employer. For the purposes of meal allowance only, if such work is over fifteen (15) kilometres from the shop, the employee shall receive a meal allowance of fifteen dollars

(\$15.00) per meal upon presentation of a receipt for same meal, provided the time on the job is of four (4) or more hours duration.

Not less than two and one-half (2½) hours and not more than four (4) hours of overtime work immediately following the regular shift, will qualify for the first meal allowance. Any time during overtime, if a meal is desired, the employee will check out and in, and on the completion of four (4) hours work, will receive one-half (1/2) hours pay at one and one-half (1 ½) times the straight time rate as a meal consideration.

If an employee is required to continue additional overtime work he shall be entitled to a meal allowance of one-half (1/2) hours pay at one and one-half (1½) times the straight time rate for each four (4) hours worked.

Meal allowances do not apply to the first eight (8) hours worked on Saturdays, Sundays and Holidays listed in the Collective Agreement.

When an employee works more than six (6) hours on call-in, he shall be entitled to a meal allowance.

12.04 **Stand-by Time** - If an employee reports to a field job outside the shop and through no fault of his own, is unable to work, he shall immediately contact the Company for instructions.

12.05 When suitable accommodations are supplied by the customer at no cost to the employee, and there are no other accommodations available within a reasonable distance from the job-site, the employee will be required to accept the same.

12.06 When an employee is temporarily transferred to one of the Company's other shops, to avoid lay-off or because of excess work in that shop, the provisions associated with the twenty-five (25) road mile or field service clause will be waived, but the living expenses, accommodations, etc., shall apply.

12.07

- (a) When a Technician is requested to be on call as a replacement to a Road Serviceman, he shall be paid at his regular rate of pay plus applicable road service premium for the week.
- (b) An employee required for road service duties shall be paid at his regular rate of pay, plus the applicable road service premium.
- (c) Road service premium shall be the difference between the Road Serviceman hourly rate of pay and the Class A Technician hourly rate of pay in accordance with Schedule "A" (Classifications and Wage Rates).
- (d) Employees required to work outside the shop who are not designated Field Servicemen shall be canvassed by the Company to perform the required work. In the event of insufficient volunteers, the Company shall assign the required work in reverse order of seniority to the employee(s) capable of performing the work.

ARTICLE 13 - GENERAL PROVISIONS

- 13.01 An employee suffering injury while in the employ of the Company must report to the Foreman or Lead Hand for first aid immediately, or as soon thereafter as practicable. The said injured employee shall not, during the normal shift hours of the day of injury, suffer loss of pay for hours away from his job due to such injury.
- 13.02 Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness. The Company will supply drinking water and containers to drink out of.
- 13.03 Hand cleaner shall be supplied to all mechanical operations covered by this Agreement.
- 13.04 All employees required to wear overalls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved.
- 13.05 The Company shall supply suitable enclosed heated accommodation where employees may have their lunch.
- 13.06 An employee shall be granted two (2) ten (10) minute breaks during the course of each shift one (1) in each half of the shift. An employee shall be granted a ten (10) minute break after each two (2) hours of overtime he works in any day. If an employee is working off the Company's premises, these periods shall be increased to fifteen (15) minutes.
- 13.07 With the cooperation of the employees, the Company will attempt to maintain shop temperature above fifty (50) degrees during cold weather. The Company agrees not to require its employees to perform outside repair work in temperatures below fifteen (15) degrees Celsius, unless adequate protection and some form of heat are provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.
- 13.08 The Company shall supply protective clothing when employees are engaged in cleaning equipment. Note: It must be recognized that an understanding of this nature requires a high degree of cooperation between employees and the Company. Employees will not arbitrarily stop work without advising their Supervisors.
- 13.09 The Union may select one or more Shop Stewards to represent the employees and the Union shall notify the Company as to the name of such Shop Steward. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- There should be a maximum of three (3) Shop Stewards at any one time.
- 13.10 When the Company for any reason finds it necessary to terminate a Shop Steward, the Business Representative of the Union shall be notified immediately of such termination.
- 13.11 Upon receiving permission from Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to in the operation.

- 13.12 It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line, which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an employer with whom the picketing Union has a dispute.
- 13.13 **Bonding** - If at any time, the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company.
- 13.14 **Sub-Contracting** - Where the Company's facilities' space and trained personnel are available, the Company shall endeavour to continue to have all work, which is presently performed by its employees, performed by members of the bargaining unit.

By mutual agreement, if work load is high and the Company must fulfill customer obligation, Management may, from time to time, hire contractors who have the skills required to perform the surplus of work on a temporary basis.

13.15 **Leave of Absence**

- (a) The Company will allow time off work without pay for any employee who is serving on a Union Committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (b) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

13.16

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness, preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work.
- (b) When any employee suffers an injury or illness, which requires his absence, he shall report the fact to the Company as soon as possible, so that adequate replacement may be made if necessary.
- (c) In the event an employee is injured in the performance of their duties, to the extent that the employee is required to stop work and receive treatment, shall be paid for any hours missed from the employee's regular scheduled shift.
- (d) If an employee is receiving compensation benefits under the Workers' Compensation Act, the Company shall pay the employee his regular rate of pay for all scheduled hours not paid under the Nova Scotia's Workers' Compensation Board waiting period up to a maximum of two (2) days or whatever this waiting period shall be modified to in the future.
- (e) If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant and/or to their home.

13.17

- (a) If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company.

The Company will advise the Union immediately of such absence and during that period the employee maintains his seniority but does not accumulate seniority.

- (b) In any instance where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, his employment shall be terminated, subject to proper proof of same.

13.18 Union Notices

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Steward:
 - (i) Seniority list;
 - (ii) Copy of the Agreement; and
 - (iii) Welfare Plan Provisions.

Any employee requiring such information shall contact the Shop Steward for same.

13.19 Job Posting

- (a) When the Company determines that a vacancy occurs in a specific existing position or that a new position has been created, the Company will circulate and post the job, including a description of the job and the required qualifications, for five (5) working days. Interested parties shall apply in writing. In determining the successful candidate, seniority shall be the determining factor where two (2) or more candidates are deemed by the Company to be relatively equal in meeting the requirements of the job.
- (b) Nothing shall prevent the Company from temporarily filling the position during the posting period.
- (c) The name of the successful applicant for a posted position shall be forwarded to the Union in writing five (5) days of the appointment and posted on the bulletin board.
- (d) An employee who is bypassed in favour of an employee with less seniority to fill the vacant job shall be notified in writing as to the reason(s) the employee was not accepted.

13.20 If an employee suffers a death of a natural member in their immediate family, he shall be granted compassionate leave of absence with full pay for up to three (3) days. Immediate family means: spouse, mother, father, sister, brother, children (including step where guardianship is provided), mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent. If the employee affected does not attend or arrange funeral service, then he shall only be entitled to one (1) day as provided under this section.

13.21 All time lost by an employee due to necessary attendance on jury duty or acting as a witness or any court proceedings arising out of his employment or subpoenaed as a witness or in

However, no critical components of the plan will be eliminated during the lifetime of this Collective Agreement. Including the employer's obligation to pay the full cost for all employees for the insurance premium; and the main components of the Employee Benefits Plan which are:

The Health Policy
The Dental Policy
The Basic Life Policy
The Basic AD & D Policy
The Dependent Life Policy
The Optional Life Policy
The Optional AD & D Policy
The STD Policy
The LTD Policy

The current employees, as well as newly hired employees, must decide to fully cover the cost of the premium of LTD in order to allow the benefit to be paid to the employee, tax free, should the employee qualify for Long Term Disability or ask that the employer pay the cost of the LTD benefit in full. If the employer pays for the LTD benefit and the employee qualifies for Long Term Disability, then the employee will pay required withholding taxes.

13.27 **Tools**

- (a) The Company will insure employees' tools to full value of same while in the shop, in the truck and on field service work, providing the employee supplies a list of such tools and/or a digital picture of said tools. Said list must be updated and supplied on an annual basis during the month of January of each year or at the time of purchase.

Employees must also keep receipts of tools purchased throughout the calendar year in order to keep their tool box updated and acceptable to perform duties.

- (b) Specialty tools (impacts, air tools, torque wrenches) of employees will be repaired by the Company at no cost to the employee, and the employee must advise the Service Manager prior to the repair. Whenever possible, tools will be sent to the OEM (Original Equipment Manufacturer) for Repair. Above-mentioned tools that cannot be repaired will be compensated at fifty percent (50%) to the employee.
- (c) Employees hired after the signature of the Agreement must have three (3) years of continuous service to be eligible for Article 13.27 (b).
- (d) A tool allowance of twenty-one cents (\$0.21) per hour worked will be paid to all regular Technicians at the employ of the Company as of December 31st of each year, and employees must demonstrate that they have an adequate toolbox. Payment will be made in the month of January of each year for the preceding year.

13.28

- (a) **Safety Boots** - When required to wear safety boots, the Company will pay on all hours worked excluding sick time, during the preceding year, the premium of seventeen cents (\$0.17) for all employees. Premiums will be paid in the month of January of each year and will be calculated from January 1st to December 31st of each year and will be

payable only to these required to wear same. Employees are required to wear safety boots that are in an acceptable condition. Specific client site health and safety equipment requirements including boots will be paid by the Employer.

- (b) **Safety Glasses** - In addition to the above, the Company will provide prescription safety glasses every thirty-six (36) months to requiring regular employees, this wait period can be reduced to twenty-four (24) months should the prescription change. The lenses of the safety glasses will be covered for and replaced as necessary.
- 13.29 Customer employees, dealers, dealer employees and any others which the Company deems in its interest to provide training are to be allowed to work in the shop with or without remuneration, receive instruction training and work in whatever capacity is needed under the specific program that they are on, so long as no member of the regular group is displaced. Employees selected for Company authorized training courses will receive pay on the basis of a regular forty (40) hour week, plus all previously arranged living and travelling expenses.
- 13.30 **Moonlighting** - It is agreed between the parties that moonlighting on Company products or service by individual employees constitutes a serious breach of loyalty and duty to the Company and the Company shall, if such action is proven, discharge the employee involved.
- 13.31 **Work Ethics**
- (a) Employees classified Apprentice Technician 5th 6 month and up must be G2 classified for DDC and/or E-Learn for Allison and/or within the programs of other manufacturers such as MTU, Volvo Penta, EMD, etc.
 - (b) Parts employees classified Apprentice Parts Person 3rd 6 month and up must be certified in all training programs required by manufacturers regarding parts.
 - (c) The employer will grant the time necessary for such certification within the employer's level of activity.
 - (d) Should an employee lose his certification, a joint training program is put in place to help the employee regain it within ninety (90) days.
 - (e) The Company reserves the right to re-assess any employee for training gaps once annually, not to affect classification or seniority.
- 13.32
- (a) With an enviable safety record to protect and mature, it is understood by both parties that no employee shall be required to perform his assigned duties under circumstances that are not compatible with the accepted standards and safe work practice, as set down by the Company. The matter will therefore be placed on the agenda of the Advisory Committee for further consideration, study and recommendations.
 - (b) The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment as required by the Occupational Health and Safety Act.

13.33 Offshore Work

- (a) The Company agrees to open this Agreement at any time to settle rates, stand-by time and guaranteed time for any employees working off-shore. The Union will also give the Company a guaranteed non-interruption of work clause for offshore work only.
- (b) Any employee working on offshore platforms, sea vessels, oil tankers, while at sea **or** remote locations that can only be travelled to by air will be paid fifteen dollars (\$15.00) per hour above top rates while so employed. Any employee under "A" classification and who works offshore with someone who is in "A" classification will receive fifteen dollars (\$15.00) per hour above his or her own classification.
- (c) For those employees returning from the above-referred work and whose eight (8) hour shift has not been completed, shall be paid for the remainder of said shift and be allowed to leave work.
- (d) The Company shall provide special life insurance for employees while working offshore.

13.34 Mines - Employees working in mines will receive two dollars (\$2.00) per hour above top rates while working underground.

ARTICLE 14 - REHABILITATION

14.01

- (a) An employee who has become unfit to follow his usual duties in his classification may be placed in a position covered by this Agreement in which the employee is qualified to fill, when mutually agreed in writing between the Company and the Union, and not contrary to his physician's instructions. The employee shall be paid his regular hourly rate of pay under Schedule "A".
- (b) The Company agrees that an employee who is placed in a rehabilitation position in accordance with the above will not displace another employee.
- (c) The Company shall provide the Union and the employee with full particulars of each case subject to the rules of this Agreement prior to a placement being made.
- (d) The Company reserves the right to, at any time, review the status of an employee who has taken the position under the provisions of this article. As part of the review, the employee shall provide medical reports as requested by the Company.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

15.01 No employee shall be disciplined or discharged without just cause.

15.02 Any employee' who is to receive a written reprimand, suspension or discharge shall be removed from his work station and taken to an office. The employee shall be advised of his right to have Union representation at this discipline meeting, in the presence of his Shop steward or other Union representative. The employee is entitled to refuse such representation, and such refusal shall be noted. During the discipline meeting, the employee shall be advised of the offence committed.

- 15.03 Employees shall be notified in writing of any grounds for discipline or, discharge.
- 15.04 Any disciplinary record entered on an employee's personnel file shall be removed from the active file after the record or information has been on file for eighteen (18) months, provided that no similar disciplinary action has been recorded during this time.
- 15.05 Postponements of above procedures may be mutually arranged. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered to be an admission that such discipline was justified.

ARTICLE 16 – PAID EDUCATION LEAVE (PEL)

- 16.01 The Company will contribute five cents (\$0.05) for all regular hours worked to the Unifor Paid Education Leave Plan to provide Union training for the membership. The Company will send a cheque to Unifor by January 31st for all hours worked in the previous calendar year. Cheques to be made payable to Unifor, 205 Placer Court, Toronto, ON M2H 3H9 (please note "Local 4005 Wajax PEL").

ARTICLE 17 – BARGAINING PROCEDURES

- 17.01 The Company will grant time off without loss of pay, service, seniority or benefits to employees chosen by the Union to attend a pre-bargaining caucus meeting. Time is not to exceed one (1) day.
- 17.02 The Company agrees to pay basic wages for employees who are members of the Union Bargaining Committee while engaged in collective bargaining. The Company also agrees that there will be no loss of service, seniority or benefits.

ARTICLE 18 - SIGNATORIES

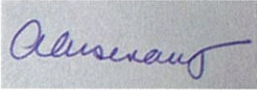
This Agreement will be in force January 1st, 2021.

18.01 This Agreement signed at DARTMOUTH, in the County of Halifax, Province of Nova

Scotia, this 18 day of DECEMBER, 2020.

WAJAX LIMITED
(THE COMPANY):


UNIFOR LOCAL 4005
(THE UNION):



Heather Christians

Gene

Rocke



B. D. J.

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY WAGE RATES

Wage Increase		1.25%	2.0%	2.00%
Classification	2020	2021	2022	2023
Road Service Technician	\$ 36.98	\$ 37.45	\$ 38.19	\$ 38.96
Class A Technician	\$ 34.71	\$ 35.15	\$ 35.85	\$ 36.57
Class B Technician	\$ 33.42	\$ 33.84	\$ 34.51	\$ 35.20
Class C Technician	\$ 32.52	\$ 32.92	\$ 33.58	\$ 34.25
Class A Partsperson	\$ 29.64	\$ 30.01	\$ 30.61	\$ 31.22
Class B Partsperson	\$ 27.77	\$ 28.12	\$ 28.68	\$ 29.25
Class C Partsperson	\$ 25.71	\$ 26.03	\$ 26.56	\$ 27.09
Class A Shipping and Receiving	\$ 28.42	\$ 28.77	\$ 29.35	\$ 29.94
Class B Shipping and Receiving	\$ 25.85	\$ 26.17	\$ 26.70	\$ 27.23
Class C Shipping and Receiving	\$ 23.03	\$ 23.32	\$ 23.78	\$ 24.26

NOTE: Escalating Scale Within Classifications:

- (1) Furthermore, all employees, before being promoted to class A, B or C (Parts Person or Technicians) must pass a fair written exam and a hands-on exam supervised by a designated representative of the Company, and obtain a minimum grade of seventy-five percent (75%) in each. An employee must have completed at least 2000 hours in previous classification to be eligible for the exams. If the employee fails an exam, they will be able to request to re-take the exam one hundred & eighty (180) days after failing it. If the employee fails again, the same rules apply as above. The Union will be permitted, if they so request, to review the exams and the results of the exams with the designated representative of the company.

An employee may request to take the exam once he has completed the required hours for the classification, such exam will take place within thirty (30) days and the hands-on exam will take place within sixty (60) days. When the results are known, the implementation of the new rates will start the Monday of the following week after a successful completion of all the exams, or at the latest sixty (60) days after the request.

- (2) When an employee (classified A, B, or C in Shipping/Receiving) applies for a vacancy as a Parts Person in accordance with Article 13.19 (a) and is successful, the employee shall not suffer a reduction in wages as a result of the different wage rate in **Schedule "A"** contained in this Agreement.

SCHEDULE "B"
QUALIFICATIONS FOR POWER SYSTEMS TECHNICIAN CLASSIFICATIONS

Class "A" Technician

- (1) Must have the capability to make shop and field repairs on Wajax Limited Products and Sub-assemblies that the Dartmouth branch services and supports, and for which technical support or guidance can be provided. This work to be done, according to the standards set out in service manuals and without supervision.
- (2) Class A Technician OEMs qualification membership mandatory subject to Article 13.31.
- (3) Selection for "Road Service" duties with Company owned vehicle shall command the wage premium, stipulated in the Agreement, and continue for the term of service. These Field Service personnel shall demonstrate the ability to work in a professional manner and courteously handle all customer complaints, as prescribed in Company procedures. They must at all times promote the acceptance of WPS Products.

Class "B" Technician

- (1) Working under supervision, must perform all mechanical service work as designated on written repair order, as efficiently as possible, keeping time on job records in accordance with Company procedures, and seek the assistance of Shop Supervisors or Foremen when needed to resolve a technical problem.
- (2) Class B Technician OEMs qualification membership mandatory subject to Article 13.31.
- (3) Guild membership is mandatory, subject to Article 13.31.
- (4) They must aspire to all the qualifications and benefits of Class "A" Technicians.

Class "C" Technician

- (1) Technicians with this description must have been with the Company or another Detroit Diesel Distributor, a minimum of ninety (90) days, or have had the equivalent of experience with some Detroit Diesel customer or dealer.
- (2) They are to be proficient (equal or exceed flat rate) on at least one (1) major component overhaul.
- (3) They will work basically in tear-down cleaning of parts and sub-assemblies and their subsequent rebuilding to our manufacturers' standards.
- (4) They will aspire to the qualifications and benefits of Class "A" and "B" Technicians.
- (5) Class C Technician OEMs qualification membership mandatory subject to Article 13.31.

All series training will be offered to all employees and guild members, at least one (1) course per year until all series courses are completed.

SCHEDULE "C"
PARTS I SHIPPING I RECEIVING CLASSIFICATIONS

Class "A"	Fully conversant and knowledgeable with all Wajax Limited products as they apply to the Department and working without direction.
Class "B"	Familiar with the product lines as they apply to the Department and capable of working without supervision.
Class "C"	Successfully completing the WPS training program of 6,000 hours of three (3) years; or Parts Counter & Parts Department experience deemed as acceptable by the Company.

In the case of an applicant with previous Wajax related parts products experience, they will be given a product knowledge test. If successfully completed, they will be rated as Class "C".

Note: OEMs qualification is mandatory for all classified Parts Person, subject to Article 13.31.

All employees, before being promoted to Class A, B or C, must have passed a fair written exam with minimum note of seventy-five percent (75%).

SCHEDULE "D-1"
WAJAX TRAINING PROGRAM / SERVICE DEPARTMENT

Min "A" Technician

<u>For The</u>		<u>Technician Rate</u>	<u>Hours</u>
First	six (6) months training rate is -	fifty-five percent (55%)	1000
Second	six (6) months training rate is -	sixty percent (60%)	2000
Third	six (6) months training rate is -	sixty-five percent (65%)	3000
Fourth	six (6) months training rate is -	seventy percent (70%)	4000
Fifth	six (6) months training rate is -	seventy-five percent (75%)	5000
Sixth	six (6) months training rate is -	eighty percent (80%)	6000
Seventh	six (6) months training rate is -	eighty-five percent (85%)	7000
Eighth	six (6) months training rate is -	ninety percent (90%)	8000

Total: 48 Months

SCHEDULE "D-2"
WAJAX TRAINING PROGRAM PARTS / SHIPPING / RECEIVING DEPARTMENT

MIN "A" Parts Person or Shipping/Receiving

Starts at fifty percent (50%) of "A" Parts Person for ninety (90) days
After ninety (90) days, the following would apply:

<u>For the</u>		<u>Rate</u>	<u>Hours</u>
First	six (6) months training rate is -	sixty percent (60%)	1000
Second	six (6) months training rate is -	sixty-five percent (65%)	2000
Third	six (6) months training rate is -	seventy percent (70%)	3000
Fourth	six (6) months training rate is -	seventy-five percent (75%)	4000
Fifth	six (6) months training rate is -	eight percent (80%)	5000

After 6,000 hours of work in his parts classification, the Apprentice will be promoted to class "C"

Before being promoted to Class C, the employee must pass a fair written exam supervised by a designated representative of the Company and obtain a minimum grade of seventy-five percent (75%). An employee must have completed at least 2000 hours in previous classification to be eligible for the exam. If the employee fails an exam, he will be able to request to re-take the exam one hundred & eighty (180) days after failing it. If the employee fails again, the same rules apply as above. The Union will be permitted, if they so request, to review the exam and the results of the exam with the designated representative of the Company.

An employee may request to take the exam once he has completed the required hours for the classification, such exam will take place within thirty (30) days. When the results are known, the implementation of the new rates will start the Monday of the following week after a successful completion of the exam, or at the latest thirty (30) days after the request.

SCHEDULE "E"
STRIKE AND/OR LOCK OUT

It is mutually agreed that there shall be no strikes authorized by Unifor and no lockouts authorized by the employer (Wajax Limited) and every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation.

SCHEDULE "F"
LEAD HAND

1. It is understood that the need for Lead Hand positions will vary and that the decision to introduce, maintain or eliminate such position(s) will rest solely with the Company. The principal function of a Lead Hand is to provide leadership, support and direction to a group of employees in the areas of technical expertise and operational demands while remaining a full working member of that group. Additional responsibilities include employee assignment, on-the-job training and instruction. Lead Hands shall not be permitted to be directly involved in the discipline of any other employee.
2. When the Company determines that there is a need of Lead Hand positions, a bulletin will be posted within the location for at least fourteen (14) calendar days, setting out the number of positions, and a listing of the basic job requirements.
3. In filling Lead Hand positions, the most senior applicant who possesses the necessary qualifications shall be determined the successful candidate.
4. The Company shall advise the successful candidate and the Union within fourteen (14) days of the bulletin being removed.
5. An employee who is bypassed in favour of an employee with less seniority to fill the Lead Hand position shall be notified in writing as to the reason(s) the employee was not accepted.
6. A Lead Hand shall receive a premium of one dollar (\$1.00) per hour.

SCHEDULE "G"
EMERGENCY ON-CALL

Emergency on-call is defined as customer equipment that is broken down or inoperable due to equipment failure. On-call personnel are required to service customer after hours including weekends & holidays.

CUSTOMER REQUIREMENTS OUTSIDE NORMAL BUSINESS HOURS

Customer requirement is defined as a customer who demands that his equipment be worked on after normal business hours for various reasons including scheduling, etc. This would include but not limited to work that is being performed during the day and needs to be finished by the end of that day to meet customer's needs.

Management will try to schedule required work with existing staff (night shift) and push back non-urgent work to the next day. If this is not possible, the company will utilize the following procedure to select a Technician:

1. The person working on the particular job will be asked to complete it. If that person cannot stay the Company will:
2. Canvas all Technicians that are in the building by order of seniority. If work is scheduled on weekends the Company will try to contact all Technicians for volunteers.

If no volunteers are found the Company will:

3. Choose a qualified Technician by order of reverse seniority.

Once the Technician is identified he will have to stay and finish the job.

Once the Technician has stayed to finish a job, his name will be put at the end of the list for future customer requirements.

The list will include all Technicians with the exception of the designated Road Service Technicians.

SCHEDULE "H"
LETTER OF INTENT

It must be understood between the Company and the Union that changes are happening with computer to computer communication and as such practices of the past in the Parts Department may change. The parties agree that the practice of office staff assisting in computer work will continue provided that no employee will be laid off or lose regular hours of work because of it. The parties also agree that it will be permissible for Parts Department employee to perform additional sales work and the Union shall not use this as the basis for a claim that it should be entitled to represent the sales staff of the Company.

SCHEDULE "I"
MEMORANDUM OF UNDERSTANDING
SICK LEAVE

SICK LEAVE

The Company agrees to compensate employee up to a maximum of three (3) individual days of sickness per year at his full salary.

Employees shall not be entitled to sick leave during their probationary period.

Unused portion of sick leaves, up to a maximum of three (3) days will be paid out once annually.

Sick leaves may not be reported from year to year.

It must be understood that abuse will be monitored and subject to disciplinary actions.

SHORT TERM DISABILITY WAITING PERIOD

The Company will apply the Short Term Disability leave as shown in our insurance program and it hereby agrees to pay the employees' wages, subject to managements' approval, for the three (3) day waiting period before entering into Short Term Disability.

This letter forms an integral part of the Collective Agreement.

SCHEDULE "J"
MEMORANDUM OF UNDERSTANDING
(Parts person / Shipping / Receiving General Job Description)

A Parts Person works mostly in the warehouse. He or she is responsible for shipping and or receiving of all goods coming in and out of the warehouse and to maintain the warehouse in good order.

A Parts Person is also responsible for the following tasks:

1. To help Technicians, customers or coworkers to find parts numbers;
2. To find parts numbers for Technicians, customers and coworkers;
3. To place parts or products into the warehouse at the right location;
4. To pick parts or products and to deliver it to the shop or ship it to customers;
5. To invoice parts or products to customers or to a work order;
6. To order parts into the system as required; and
7. Any other related duties that might be required by the customer support manager.

SCHEDULE "K"
LETTER OF INTENT
PRE-RETIREMENT SHORT SCHEDULE

The below outlines the conditions and standards associated to accessing the pre-retirement work schedule as set out in the Company policies.

1. Unless stated otherwise, the general rules on which are based the work conditions and compensation of an employee on a progressive retirement schedule are defined according to the number of hours worked, on a prorated basis of the parameters set for a regular, full-time work schedule.
2. The minimum number of working days is set at three (3) per week. The set days will be established by the Department Manager for operational purposes, not by the employee. Notwithstanding the preceding, the work schedule will be set on fixed days and will not vary from one (1) week to another, unless otherwise agreed upon between the employer and employee.
3. Employees on a progressive retirement schedule maintain their rights of access to the benefits program offered to all employees. However, employees on a progressive retirement schedule will **have** to reimburse the employer for the prorated cost of the insurance premium equivalent to the number of unworked regular work days.
4. For overtime calculation purposes, the regular work schedule is maintained as per Article 5.05 of the Collective Agreement. i.e. If an employee on a progressive retirement schedule completes work on a day he would normally not be scheduled, the overtime rate will only be applicable once the forty (40) hour mark has been reached. However, this does not apply to overtime work that would have to be completed on Saturdays or Sundays for which parameters are set in the collective agreement.
5. Statutory Holidays will be paid out on a prorated basis to the actual work days of the employee.
6. Vacation rights and wage calculation will be maintained on prorated basis as per Article 9 of the Collective Agreement.
7. Where an employee would request returning to the regular five (5) day work schedule, written request must be made to the employer with a minimum of thirty (30) days' notice, preceding the sought date of return. The decision to grant such request is left to the sole decision of the employer, in accordance with the operational needs of the branch.
8. This progressive retirement program ends at age sixty-five (65) and is individually applicable for a three (3) year period maximum.

This letter forms an integral part of the Collective Agreement.

Schedule "L"
Employee Benefits Plan

Plan	Sub Category	Employee Benefit Plan
Definitions	Definition Employee	full time permanent employee work at least 20 hours / week
	Definition Spouse	spouse; common law spouse for a period of at least one year
	Definition Dependent	up to age 22 or age 25 if full time student
Health Policy 59150	Waiting period before benefits begin	No Waiting Period
	Annual Employee Contributions	None: 100% company paid
	Annual Deductible	None
	Prescription Drug coverage	85%
	Dispensing Fee Cap	\$10 / prescription (except Quebec)
	Generic Drug Substitution	Mandatory generic drug substitute unless adverse effects and/or generic is ineffective
	Pay Direct Drug Card	YES
	Major medical coverage (supplies, appliances, ambulance)	100%
	Hospital Coverage	semi-private: 100%
	Private Duty Nurse	100%; \$10,000 / year / person
	Physiotherapist	ALL combined paramedical \$1,000 / person / year Added Acupuncture
	Psychologist	
	Chiropractor	

	Chiropracist, Massage, Speech, Osteopath, Naturopath, Podiatrist	
	Emergency Out of Country	100%; \$1,000,000 / lifetime / person
	Manu Assist Travel Assistance	covers medical emergency for employee & covered dependents while traveling outside province. Max period 60 days
	Vision Care (frames, lenses, contact lenses, laser correction)	100%; \$250 / person / 24 months. Eye exams 1x / 12 months
	Hearing Aids	85%; \$1000 / 36 months / person
	Overall Maximum	Unlimited
	Termination Age	Upon termination / retirement
Dental Policy 59150	Waiting period before benefits begin	No Waiting Period
	Annual Employee Contributions	None: 100% paid by company
	Annual Deductible	None
	Provincial Fee Guide	current provincial schedule
	Basic Services (checkup, fillings, minor surgery, endo, perio, denture repair)	85%; 6 month oral exams
	Major Restorative (inlay, onlays, crowns, dentures, bridges)	50%; Added implants
	Annual Maximum: Basic + Major	\$2,500 / year / person
	Orthodontics	50%; Max \$2,500 / lifetime / person (all ages)
	Termination Age	Upon termination / retirement
Basic Life Policy 10446	Waiting period before benefits begin	No Waiting Period
	Basic Life coverage	Employees: 2x Base Salary up to maximum \$500K Sales: 2x Base + Commission up to max \$500K
	Annual Employee Contributions	100% company paid

	Age reduction	Reduce insurance by 50% at age 65
Basic AD&D Policy 10446	Waiting period before benefits begin	No Waiting Period
	Basic AD&D coverage	Employees: 2x Base Salary up to maximum \$500K Sales: 2x Base + Commission up to max \$500K
	Annual Employee Contributions	100% company paid
	Age reduction	reduce insurance by 50% at age 65
	Termination Age	retirement
Dependent Life Policy 10446	Waiting period before benefits begin	No Waiting Period
	Dependent Life coverage	Flat \$10K spouse; Flat \$5K / dependent
	Annual Employee Contributions	None: 100% paid by company
Optional Life Policy 10446	Waiting period before benefits begin	No Waiting Period
	Optional Life coverage	Purchase in increments of \$10K up to \$250K for Employee & Spouse. Purchase in increments of \$5K up to \$50K for Dependent.
	Annual Employee Contributions	100% employee paid via payroll
Optional AD&D Policy 10446	Waiting period before benefits begin	No Waiting Period
	Optional AD&D coverage	no evidence of insurability required
	Annual Employee Contributions	100% employee paid via payroll
STD Policy 59150	Waiting period before benefits begin	No Waiting Period
	Insured or Self Insured	Self-Insured: Wajax pays sick days
	Annual Employee Contributions	None: 100% paid by company
	Definition of Earnings	Base Salary + Car Allowance + Commission (Average 3 prior calendar years up to max \$75K)

	Commencement	1st day of disability; doctors note required after 3 consecutive days of absence
	Benefit duration	Maximum 26 weeks. Earnings based on years of service where X weeks at 100% then X weeks at 70%
LTD Policy 10446	Waiting period before benefits begin	No Waiting Period
	Annual Employee Contributions	If the Premium is paid by Employer, then employee will be taxed when receiving the benefit. If employee pays the premium, then the benefit will be paid tax free. Employees will have the option to choose which option and decision will be firm once employee chooses to pay for the premium.
	Coverage	Monthly earnings
	Commencement	after 26 weeks of disability and stop at age 65 or recovery
	All Source Maximum	monthly LTD benefit not to exceed 90% of monthly pre disability income
	Benefit duration	60% of first \$2,500 monthly earnings; 50% next \$2,250; 40% remainder up to max \$5,500 / month. Reduced by Worker's Compensation, CPP benefits.

SCHEDULE "M"
LETTER OF UNDERSTANDING
VACATION ENTITLEMENT AND PAYROLL TRANSITION

WHEREAS the Union and the Employer have recently signed a Collective Agreement which will expire on December 31st, 2020;

WHEREAS the Employer has various places of business throughout the country and wants to unify, as much as possible, it's policies and practices;

WHEREAS the parties agreed to negotiate various modifications relating to vacation entitlements and standardize payroll periods;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this Letter of Understanding;
2. At the date eventually determined by the Employer, but no earlier than December 3rd, 2019, the Parties agree to transition the payment of wages from a weekly to a bi-weekly payroll schedule;
3. The Company agrees to pay the members of Unifor Local 4005 a Five Hundred dollar (\$500.00) transition allowance to cover any cost they may incur related to moving the payroll from a weekly to bi-weekly schedule. The Company will pay this allowance within thirty (30) days of the ratification of the Collective Agreement.
4. The Company agrees to grandfather the six (6) weeks of vacation entitlement for the current employees who already have it and to Paul Mitchel who recently earned it;
5. Bargaining Unit employees will receive their wage increase back dated to January 1st, 2018. The resulting lump sum payment calculated based on actual hours worked, shall be made within thirty (30) days after the ratification by the Union members of this Memorandum of Agreement.
6. The Union and its National Representative agree to begin the next round of bargaining at least forty five (45) days prior to the expiration of the Collective Agreement.
7. The present Letter of Understanding is deemed to take effect as of the date of its signature and is deemed to be an integral part of the Collective Bargaining Agreement.

Schedule "N"
Memorandum of Understanding
Clothing

The Company will provide employees six (6) t-Shirts, twice per year. The employee is responsible for washing the t-Shirts.

APPENDIX P

LETTER OF UNDERSTANDING

Between: **WAJAX LIMITED**
(hereafter the "Employer")

And: **UNIFOR, LOCAL 4005**
(hereafter the "Union")

Re: **Offshore work for the Mount Pearl Branch**

WHEREAS the Union and the Employer have signed a collective agreement which will expire on December 31, 2023.

WHEREAS the Employer has various places of business throughout the country and may need to borrow experienced and specialized technicians from other branches from time to time.

WHEREAS the parties agreed on special terms for offshore assignments for the Mount Pearl branch.

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this Letter of Understanding.
2. Previously, when assigned on offshore oil rig for the Mount Pearl branch, a technician received the offshore premium as outlined in article 13.13 of the Mount Pearl collective bargaining agreement, which is the following:

"13.13 OFFSHORE WORK – Employees when working offshore, (i.e. oil rigs) will be paid fifteen (\$15.00) dollars per hour above their regular rates."
3. It is also understood that a technician will receive his regular rate for any Mount Pearl offshore assignments.
4. Going forward, a technician will be eligible to receive the offshore premium as outlined in article 13.34 b) of the Dartmouth collective bargaining agreement when on an offshore assignment for Mount Pearl.
5. It is agreed that a technician will be paid double time on Saturdays, Sundays and Holidays when on an offshore assignment for Mount Pearl as per agreement with the customer.
6. It is further understood that a technician will be paid overtime, when on an offshore assignment for Mount Pearl, as outlined in article 5.05 F of the Mount Pearl Collective Bargaining Agreement, which reads as follow:

"All time worked in excess of eight (8) hours per day when working offshore will be paid at double (2x) time the total offshore rate."

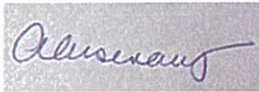
6. The present Letter of Understanding is deemed to take effect as of January 1st, 2020 and is deemed to be an integral part of the collective bargaining agreement.

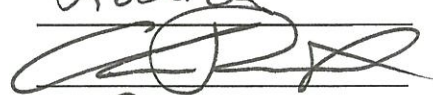
Signed at DARTMOUTH, in the Province of Nova Scotia, this

18 day of DECEMBER 2020.

Wajax Limited

Unifor – Local 4005


all
Heather Christianis

Rocke

B-D-J

APPENDIX O

LETTER OF UNDERSTANDING

Between: **WAJAX LIMITED**
(hereafter the "Employer")

And: **Unifor, Local 4005**
(hereafter the "Union")

Re: **Frontline Workers Special Payment**

WHEREAS the Union and the Employer have signed a collective agreement which will expire on December 31st, 2023.

WHEREAS it has been an extraordinary year with the coronavirus pandemic and the need to continue moving our business forward as an essential services and products provider to a broad cross section of the Canadian economy.

WHEREAS frontline workers have been working very hard to ensure we continue to deliver the products and services to all our customers. As such, these employees have placed themselves in harm's way more than other employees who were able to work from home

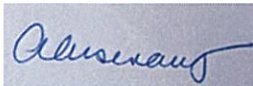
WHEREAS the parties agree on special terms for a one-time non-precedent setting special payment for Frontline Workers.

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this Letter of Understanding.
2. As a special thank you we will be providing a one-time lump sum payment of \$300 per month for the past 3 months (October, November, December) of employment per the below terms:
 - a. This payment will apply to all employees that have been deemed to be frontline workers.
 - b. The total lump sum payment of \$900 will be prorated for any new hires during the past 3 months. The payment will be made through a payroll deposit on December 30, 2020 and is subject to all applicable payroll deductions.
3. This will be a one-time, non- precedent setting payment.

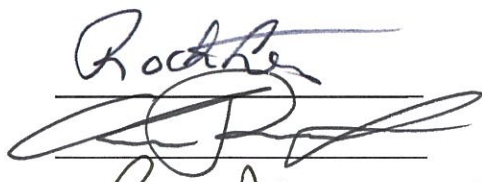
Signed at DARTMOUTH, in the Province of Nova Scotia, this
18 day of DECEMBER 2020.

Wajax Limited



Heather Christians

Unifor – Local 4005



S. D. J.