

# Collective Agreement

between

Integrated Distribution Systems Limited Partnership,  
by its General Partner, Wajax GP Trust,  
by its Trustee, Wajax GP Holdco Inc.,  
operating as:

**Wajax Power Systems**



of

Edmonton, Alberta

and

**International Association of Machinists  
and Aerospace Workers  
Local Lodge 1722**



**Effective May 1, 2018 to April 30, 2021**

Ratified November 9, 2018

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## **Collective Agreement**

Between Integrated Distribution Systems Limited Partnership, by its General Partner, Wajax GP Trust, by its Trustee, Wajax GP Holdco Inc., operating as Wajax Power Systems of the City of Edmonton, Alberta, hereinafter called the Company of the First Part, and Local Lodge 1722, International Association of Machinists and Aerospace Workers, hereinafter called the Union of the Second Part.

### **Introduction**

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its Employees. Provides procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all Employees who are subject to the provisions of this Agreement. Parties to this Agreement agree to maintain and actively promote safe working conditions.

Should the potential change in location occur during the current Collective Agreement (as described in certification #149-2011) the Company agrees to adhere to the current Collective Agreement.

### **ARTICLE 1 – UNION RECOGNITION**

- 1.01** The Company recognizes the Union to be the sole bargaining agent for, "Union Employees in Edmonton" as set out in certificate number 149-2011 issued by the Alberta Labour Relations Board. The Company agrees to meet and negotiate only with duly elected officers and representatives of the Union upon all matters relating to wages, hours and other conditions of employment. Any changes to the Agreement must be discussed and agreed upon with the Business Representative.
- 1.02** The Company shall be free to hire new Employees who are not members of the Union, but new Employees shall as a condition of employment and not later than ten (10) days after hiring become members of the Union.
- 1.03** All Employees presently in the Union and all new Employees covered by the terms of this Agreement shall be required as a condition of continuing employment to maintain their membership in the Union.

All new Employees shall be required to fill in and sign the two (2) Union forms (membership application and initiation/reinstatement) prior to the commencement of work. The membership application forms will be turned over to the Shop Steward.

- 1.04** It is agreed that any Employee transferred or promoted out of the bargaining unit shall not be required to continue his membership in the Union.
- 1.05** The Company will deduct monthly Union dues from the wages of all Employees who come under the terms of this Agreement and will remit these dues to the Financial Secretary of the Union on the 10th of the following month, along with a typewritten list.
- 1.06** The Company recognizes the right of the Union to select Shop Stewards and alternate Shop Stewards to represent its members to a maximum of four (4) Shop Stewards. In the event that another Edmonton facility is open, the Union will be allowed to elect two shop stewards for that location.

The Company will recognize and discuss with the respective Shop Steward (or alternate) on any matter properly arising from time to time during the term of this Agreement.

The Company will recognize one as the Chief Shop Steward.

- 1.07** The Union agrees to supply the Company with the names of Shop Stewards and will keep said list up to date at all times and will indicate which one is Chief Shop Steward.
- 1.08** The Company recognizes and will not interfere with the right of its Employees to be members of the Union and will not discriminate against, interfere with, restrain or coerce Employees because of membership in or the administration of the Union.

An Employee will not be transferred, dismissed or discriminated against for any lawful Union activity or for serving in a responsible capacity with the Union or for reporting to the Union any violation of the provisions of this Agreement.

Any Employee alleging wrongful transfer, dismissal or discrimination may place his/her alleged complaint before Union representatives and if it is merited the complaint shall become a grievance and be subject to the grievance procedure as established in this Agreement.

The Company and the Union agree there will be no discrimination, intimidation or coercion exercised or practiced by the Company or by the Union or by any of the representatives with respect to any of the protected areas and grounds under the Alberta Human Rights Legislation.

The parties agree that harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no Employee is subject to harassment in any form. Both parties will jointly co-operate in resolving and investigating complaints relating to bargaining unit Employees in a confidential and appropriate manner.

- 1.09** The Union shall elect and the Company will recognize three (3) members plus an alternate who are Employees of the Company covered by this Agreement and who shall constitute a Negotiating Committee. The functions of such Committee shall be to meet with designated Company representatives for the purpose of negotiating amendments or renewals of this Agreement. Only 3 members will be offsite at a given time, except during negotiation preparation.
- 1.10** Delegates not exceeding three (3) in number of Employees of the Company shall, with seven (7) days notice in advance to the Company, be granted leave of absence for a total collective period not exceeding forty-five (45) working days without pay in any year for attending to Union business excluding days required for collective bargaining.

All costs related to bargaining will be shared equally between the Union and the Company.

- 1.11** Only Employees covered by the terms of this Agreement shall be allowed to perform work normally done by bargaining unit Employees.

Exceptions to the foregoing shall be allowed when:

- a. Training and assistance by supervisory personnel, of Employees of this branch, only to the extent deemed necessary by the Company.
- b. In the event of an emergency and providing no bargaining unit Employee is available to perform the work at the time.
- c. Assistance from other Branches of the Company outside the greater Edmonton area is required in order to meet workload and customer commitments provided there are no qualified Employees on layoff available for this work. This will not be done without mutual consent between the Company and the Union. Regular monthly Union dues shall be remitted for Employees from other Branches temporarily assigned to the Edmonton Branch while they are working at the Edmonton Branch.

- 1.12** All new Employees are to be introduced to a Shop Steward prior to commencement of work. The Shop Stewards will be allotted one (1) hour with the new Employee for orientation and also shop walk around.
- 1.13** The Company shall have the right to establish new classifications and establish the wage rate. The Union has the right to negotiate with the Company if they do not agree with the new classification or wage rate. Failing agreement on the new rate, the Union may file a grievance challenging the new wage rate pursuant to Article 9.
- 1.14** For the purposes of facilitating the affairs of the Union, the Company shall, upon written request of the Union, grant leave of absence without pay to one (1) Union member for a period not exceeding twenty-four (24) months. Such member after such leave of absence shall retain all service rights and accrual of seniority as though employed by the Company. If the member chooses not to return by the end of the twenty-four (24) month leave they will no longer be considered a Wajax Power Systems Employee.
- 1.15** Notwithstanding any other provision of this contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract and the Company shall not discharge, discipline or otherwise discriminate against any such Employee.
- 1.16** The Union Business Representative has the right to review any Company policy. The member has the right to review the policy with the Union before signing.

## **ARTICLE 2 – RESERVATION OF MANAGEMENT RIGHTS**

- 2.01** The Union recognizes the rights of the Company to promote, demote, transfer, hire, suspend, classify, discipline, discharge and change work assignments, subject to the provisions of this Agreement.
- 2.02** The Union further recognizes the right of the Company to operate and manage its business in all respects, subject to the provisions of this Agreement.
- 2.03** The Company also reserves the right to supplement and alter from time to time rules and regulations to be observed by the Employees, said rules and regulations not being inconsistent with the provision of the Agreement. Said rules and regulations shall be posted.

## **ARTICLE 3 – HOURS OF WORK**

- 3.00 With respect to Alternative Shift Schedules:** The Company and the Union share a joint interest and commitment to work together on the development of alternative shift schedules which will accommodate customer and Employee needs better than the schedules contained in this Agreement. The parties will work together on the development of schedules that are acceptable to both parties and conditions that would apply to their implementation including potential amendments to the conditions of this Agreement.

Employees may be hired to permanent shift, Delayed Day Shift, Tuesday to Saturday Shift and/or Afternoon Shift. They may work the regular day shift of their probation period to learn the Wajax process. The Employees may move to a desirable shift should a shift posting become available. The Company will make every effort to provide to existing Employees the opportunity to fill the open position listed above before any position is filled from an outside source. If more than one (1) Employee applies and all factors (training, attendance and efficiency) being equal, seniority will be the determining factor.

If an Employee wishes, the Employee may volunteer to remain permanently on a shift, Delayed

Day Shift, Tuesday to Saturday Shift and/or Afternoon Shift. If more than one (1) Employee applies and all factors (training, attendance and efficiency) being equal, seniority will be the determining factor. If the Employee wishes to go back on the rotation, they will apply in writing thirty (30) calendar days in advance and will then go back on rotation after the thirty (30) calendar days.

The Company will make a concerted effort to hire permanently to a shift, Delayed Day Shift, Tuesday to Saturday Shift and/or Afternoon Shift in an attempt to reduce the rotation requirement.

- 3.01** Subject to paragraph 3 below, time off without loss of regular earnings will be provided for the following:
- a. Authorized Union Representatives not exceeding three (3) in number for time spent meeting with the Company at formal Union and Management meetings where concerns of mutual concern are discussed.
  - b. Time spent with the Company for formal Health and Safety Committee Meetings or during formal safety incident investigations.
  - c. With prior approval up to 15 minutes will be allowed to answer simple questions brought forward by the membership. Any questions that require more time to answer are subject to Clause 2 and the Union Steward needs to clock on the internal Union work order to continue the conversation with the membership.
- 3.02** Subject to paragraph 3 of this Clause, time off, without pay, will be provided for Union business for Employees authorized by the Union for grievance investigation and development, as well to represent the Union at Negotiations, Conventions, Union Committee Meetings, Union Workshops, and Steward Training and all other Union sanctioned events. The Company would appreciate all of these requests in writing with as much notice as practicable to the management responsible for the Employee.
- 3.03** Time off will be granted by the Company except where operational difficulty will arise. Where such time off is granted for an indeterminate period of time, it is the Employee's responsibility to communicate with the Employing Department Supervisor on a daily basis in respect to the date of return. The foregoing approval shall not be unreasonably denied.
- 3.04** It is agreed by the Union and the Company that the Company will not be responsible for any wages, or premiums that Union members are entitled to as per their current Collective Agreement for Union members doing non-Company work. It will be the Union's responsibility to cover any and all of these costs. These costs will be accumulated by the stewards clocking on to an internal work order (as per paragraph 1.c. of this clause) which is set aside monthly to capture these costs. It is further agreed, to avoid income interruption of these same Employees and Union Members, that the Company will pay the wages and premiums of these members as they are currently entitled as per the regular payroll cycle and under the current Collective Agreement and invoice the Union separately for these costs at least monthly. The invoice terms are net 60 days.
- 3.05** The employing department will grant the Union access to its premises for a specific purpose provided prior approval has been obtained by the Company. This approval will be without prejudice bases at management's discretion for the purpose of investigating the physical attributes of a grievance. When investigating a grievance or other Union concerns, the purpose of the meeting as well as an appointment with the grieving Employee or his immediate supervisor will be obtained through one of the following Company Managers of the Edmonton branch (Branch or Department Manager). The foregoing approval shall not be unreasonably denied.

### **3.06 Regular Day Shift**

The standard working day shall be eight (8) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period, between the hours of 7:00 a.m. and 5:30 p.m. The standard working week shall be one of forty (40) hours, Monday to Friday inclusive.

### **3.07 Tuesday to Saturday Shift**

There may be a shift of five (5) consecutive days, Tuesday to Saturday inclusive, of eight (8) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period, between the hours of 7:00 a.m. and 5:30 p.m.

If a Tuesday to Saturday shift is scheduled, the following conditions shall apply:

- a. Employees required on the affected seniority lists as per Article 11 eighty-five percent (85%) will be considered eligible for the shift with the remaining fifteen percent (15%) exempt based on seniority. Field Serviceman will also be exempt. Employees in the areas as listed in Article 7.03 may be required, in order to support quality customer product delivery, and in support of training fellow Employees who are transitioning to the shift, may be required to complete two (2) Saturdays, no more than two (2) times per year, at the applicable overtime rate for that day. The Employee with the highest seniority in the shop area will have the right of first refusal for this training requirement. The Company will give thirty (30) calendar days' notice to the Employee prior to placing them on the two (2) week period.
- b. Employees required to rotate onto the Tuesday to Saturday shift, shall be required to serve two (2) weeks on this shift before returning to their regular day shift. These Employees will not be required to work the Tuesday to Saturday Shift again, until a complete rotation through the affected Seniority List, starting with the most junior Employee, will be observed.
- c. Shift premium will be outlined in the Article 16 premiums and paid for all hours worked on Saturday.

### **3.08 Delayed Day Shift**

There may be a delayed shift which shall be eight (8) consecutive hours, between 12:30 p.m. and 9:00 p.m.

If a Delayed Day Shift is scheduled the following conditions shall apply:

- a. Eighty five (85%) percent of the Employees on the seniority list affected will be considered eligible for assignment to this shift. The remaining fifteen (15%) percent of Employees on the seniority list shall be exempt. Field Service Technicians will also be exempt.
- b. Employees required to rotate onto the Delayed Day Shift, shall be required to serve two (2) weeks on this shift before returning to their Regular Day Shift. These Employees will not be required to work the Delayed Day Shift again until a complete rotation through the affected Seniority List, starting with the most junior Employee, and has worked an equal amount of the Regular Shift compared to any other shift.
- c. Notice of this shift will follow Article 3.05 to 3.08.
- d. The shift premium will be as outlined in Article 16 Premiums and paid for all hours worked after 3:30 p.m.



### **3.09 Afternoon Shift**

The afternoon shift shall be one of eight (8) consecutive hours, exclusive of meal periods, between the hours of 3:30 p.m. and 2:30 a.m. Monday to Friday inclusive.

- a. Eighty-five (85%) percent of the Employees on the seniority lists affected, as per clause 11.01, will be eligible for assignment to this shift and the remaining fifteen percent (15%) based on seniority shall be exempt. Field servicemen will also be exempt. Employees in the areas as listed in Clause 7.03 may be required, in order to support quality customer product delivery, and in support of training fellow Employees who are transitioning to the afternoon shift, may be required to complete a two (2) week period on the afternoon shift, no more than three (3) times per year. The Company will give thirty (30) calendar days' notice to the Employee prior to placing them on the two (2) week period.
- b. Employees required to rotate onto the Afternoon Shift, shall be required to serve two (2) weeks on this shift before returning to their Regular Day Shift. These Employees will not be required to work the Afternoon Shift again until a complete rotation through the affected Seniority List, starting with the most junior Employee, and has worked an equal amount of the Regular Shift compared to any other shift.
- c. The shift premium will be outlined in the Article 16 premiums and paid for all hours worked on this shift.

### **3.10 Schedules and Schedule Changes**

No changes will be made to the present shift start times on the Regular Day Shift, Tuesday to Saturday Shift, Delayed Day Shift, or Afternoon Shift without mutual consent between the Company and the Union.

- 3.11 All shift schedules and times, as well as start and end time within the agreed to schedules, will be posted fourteen (14) calendar days prior to implementation of that schedule. Anyone on an approved leave (i.e.: vacation, Union time, etc.) shall receive the fourteen (14) day notice upon return to work. The Company and Union will work together during an emergency situation to find accommodation on an individual basis, with the final decision being the Company's. The fourteen (14) days' notice can be waived or altered with mutual agreement between the parties.
  - a. This Article excludes Field Technicians.

- 3.12 A thirty (30) minute lunch period shall be allowed during each shift.

- 3.13 On each shift two (2) break periods of ten (10) minutes each shall be allowed, one in each half of the shift.

## **ARTICLE 4 - OVERTIME**

- 4.01
  - a. Overtime shall be paid at the rate of time and one-half (1 1/2X) for the first four (4) hours worked in excess of a regular work day shift of eight (8) hours, and for the first eight (8) hours worked on an Employee's scheduled days off.
  - b. Overtime shall be paid at the rate of double time for all overtime hours worked in excess of the time one-half conditions of Article 4.01 a. and on a Sunday or on General Holidays.
  - c. Where an Employee works beyond his scheduled shift, all subsequent and continuous work will be paid at the applicable overtime rate provided the Employee has worked the full hours of his scheduled regular shift. Overtime will not commence until the Employees

scheduled shift has been completed from the time an Employee commences his shift.

- d. Where an Employee works more than twelve (12) consecutive regular and/or overtime hours, the Employee shall receive an eight (8) hour break before being required to start work on the Employee's next shift. If as a result of this break the Employee does not work some or all the hours on the next regularly scheduled shift, the Employee will be paid for the missed hours. In extenuating circumstances, this break may be less than eight (8) hours with the Agreement of the Employee.

**4.02** An Employee working overtime continuous to their shift shall receive a ten (10) minute break before the overtime commences and a further ten (10) minute break two (2) hours from the end of the shift or at the same time as the afternoon shift break if an afternoon shift is in effect. If the total overtime contiguous with an Employee's shift (before and/or after combined) totals more than four (4) hours, the Employee shall be given a one-half (1/2) hour unpaid lunch at the end of the fourth (4th) hour or at the same time as the afternoon shift lunch break if an afternoon shift is in effect. The Employee will be paid a \$15.00 dollar meal allowance.

#### **4.03 Banked Overtime**

The sole purpose of banked overtime is to allow the Employee, with the Agreement of the Company, the ability to bank hours in times when the Company is busy and allow the Employees the opportunity to use these hours when the work load is slow.

Time banked will be for a maximum of forty (40) hours per calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>). At the time the Employee wishes to bank overtime, the Employee will note those hours on their time card. Time banked will be paid at the rate it was earned.

The Employees must request the use of banked overtime in writing. Banked time usage will be granted on a first-come, first-served basis, provided the work load requirements of the Company are met. Any approved requests will not be revoked.

Any pay out of unused banked overtime will be paid out by January 31<sup>st</sup> of the following year.

### **ARTICLE 5 – RECALL TIME**

**5.01** An Employee who has completed their regular shift, left the Company property after clocking out and is then recalled to work shall receive a minimum of two (2) hours pay at the applicable overtime rate or pay for the actual overtime hours worked at the applicable overtime rate, whichever is the greater. This same provision will apply if an Employee is requested to work overtime at a specified time, reports for work as requested and no work is available.

**5.02** If the Employee is recalled again, after completing his first assignment it will be considered another recall.

**5.03** Where work is to be performed on more than one unit, the Employee shall be so notified when recalled and the conditions of Article 5.02 shall not apply.

**5.04** The provisions of this Article shall not apply in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company.

**5.05** Any Employee who volunteers and is accepted to perform on call shall receive one hundred and seventy-five dollars (\$175.00) for the week they are on call. If the week includes a general holiday, then the Employee is to receive an additional fifty dollars (\$50.00) for every day deemed a general holiday. The Company shall provide an on call schedule and the schedule shall be posted as per Article 3.06 of this Agreement. On call commences at the end of regular schedule

shift.

- 5.06** If this Employee is recalled to work to perform administrative, supervisory functions or parts technician to perform parts call out duties, the Employee will be paid an allowance of one hundred dollars (\$100.00) for each recall. Also, if the call out occurs during the hours between 12:00 a.m. and 7:00 a.m. then the rate will be one hundred fifty dollars (\$150.00) per occurrence. If this Employee is recalled to work to perform mechanical duties, the provisions of Article 5.01 will apply and the one hundred dollar (\$100.00) allowance will not be paid.

Call out overtime begins after 1 hour.

- 5.07** A new call out will be defined as when the Employee leaves the Company property.

## **ARTICLE 6 - GENERAL HOLIDAYS**

- 6.01** Employees covered by this Agreement shall receive annually eleven (11) General Holidays with pay, namely: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day provided:

- a. The Employee works the scheduled shift preceding and following the General Holiday.

Exemptions to the foregoing will be made when:

- i. The department manager grants a prior or retroactive leave of absence of five days or less covering either or both of the qualifying days or in the case of extenuating circumstances either or both of the qualifying days are missed.
- ii. On personal leave of absence of fourteen (14) days or less duration.
- iii. Afternoon shift Employees will be required to work a modified shift of four (4) hours to end no later than 3:30 p.m. for Christmas Eve Day and New Year's Eve Day.

- 6.02** a. For all Employees working Regular Day Shift, Delayed Day Shift or Afternoon Shift, any General Holiday falling on a Saturday or Sunday shall be observed on the following Monday, unless proclaimed otherwise by the Provincial Government. Where Boxing Day falls on a Saturday, the Christmas and Boxing Day General Holidays will be observed on the preceding Thursday and Friday, and when Christmas falls on a Saturday or Sunday, the Christmas and Boxing Day General Holidays will be observed on the following Monday and Tuesday.
- b. Whenever a Tuesday to Saturday Shift is implemented, during the consultation period outlined in Article 3.03, the dates to be observed for any General Holiday and Christmas and Boxing Day, when these General Holidays fall on scheduled days off, will be mutually agreed to between the Company and the Union. These dates will be as close as possible to the same dates observed according to Clause 6.02 a. These dates will apply to all Employees on this Shift.

- 6.03** The last half of the last shift prior to Christmas Day and New Year's Day shall be taken as time off with pay subject to the conditions in Article 6.01.

## **ARTICLE 7 - VACATIONS WITH PAY**

- 7.01** Employees covered by the terms of this Agreement shall receive vacations leave on the following basis:

<b>After Years of Completed Service</b>	<b>Weeks of Vacation Leave</b>
One (1) year	Three (3) weeks
Nine (9) years	Four (4) weeks
Fifteen (15) years	Five (5) weeks
Twenty-five (25) years	Six (6) weeks

Employees covered by the terms of this Agreement hired after January 27, 2017 shall receive vacations leave on the following basis:

<b>Years of Service</b>	<b>Weeks of Vacation Leave</b>
Zero (0) – Three (3) years	Two (2) weeks
Four (4) – Nine (9) years	Three (3) weeks
Ten (10) – Fourteen (14) years	Four (4) weeks
Fifteen (15) years – Twenty Five (25) years	Five (5) weeks
Twenty Five (25) years +	Six (6) weeks

Employees will not accrue vacation pay:

- a. during long term layoffs.
- b. during approved unpaid leaves of absence.
- c. after more than fifteen (15) continuous weeks of absence due to sickness or accident (non WCB).
- d. after more than twenty-six (26) continuous weeks of absence on Workers' Compensation.

Vacation pay will be calculated on Lead Hand, Field Service and Charge Hand Premiums.

**7.02** Whenever a General Holiday falls within an Employee's regular vacation period, he will be compensated by being given an extra day's vacation with pay at a mutually agreeable time.

**7.03** Up to twenty (20%) percent of the bargaining unit Employees by each shop area, shall be allowed to take their vacation.

The shop areas are:

- Truck Shop
- Engine Overhaul
- Allison
- Field Services
- Parts Department
- Service/Clerical
- Warehouse/Yard Person
- Power Generation

Apprentices will be given first priority for trade training in the first six (6) months of any calendar year (January to June inclusive). For the last six (6) months of any calendar year (July to December inclusive) the vacation schedule shall take precedence over apprenticeship training.

In the event apprentice training vacancies occur subsequent to confirmed training schedules and after vacation times have been awarded, vacation allocation shall take precedence.

**7.04** Employees will be allowed to take vacation in one (1) continuous period during the year except

between June 15 and September 10 or during the Christmas break period (prime times) of each year where the maximum will be two (2) continuous weeks. An Employee may make a written request for more vacation during prime times and such requests must be approved in writing by the Company.

Vacation is to be taken during the calendar year in which it is earned. In the event the Employee takes a vacation during the calendar year prior to earning the entitlement, and has been paid full vacation pay at the time of the vacation, the Company is hereby authorized to deduct from the pay cheque upon termination any vacation pay that has been paid out but not earned. Otherwise an Employee shall be paid only vacation pay earned at the time of his vacation.

Vacation is earned on a bi-weekly basis from date of hire.

Vacation request forms will be available beside the Union board or electronically, and a vacation schedule will be posted by March 31<sup>st</sup>. Employees whose vacation requests have been submitted prior to March 15<sup>th</sup> will receive schedule preference according to seniority taking into consideration Article 7.03. If a conflict in a vacation arises the Company will notify the individual involved to allow them to make alternate arrangements.

When an Employee requests a second block of holidays within the June 15<sup>th</sup> through September 10<sup>th</sup> time frame the second block\* will only be granted after all prior requests have been granted to Employees who have submitted holiday requests.

\*A block is defined as one (1) day to a maximum of two (2) weeks.

**7.05** Vacations may not be carried over to the next calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>).

**7.06** Vacations not taken shall be paid out by the end of January of the following calendar year.

**7.07** An Employee who goes on W.C.B. or who is sick prior to the Employee's vacation and the injury or illness carries into the Employee's vacation period will have the right to reschedule the vacation to another period with the restriction of Article 7.03.

## **ARTICLE 8 - CORRECTIVE ACTION**

**8.01** The Company must take action against an Employee within ten (10) working days of the alleged violation coming to the Company's attention or the matter will be deemed to have been dropped.

A grievance relating to written warnings, suspension or discharge without just cause must be filed within ten (10) working days of the time of the incident.

**8.02** In the event an Employee on the seniority list is disciplined and believes it is without just cause, a grievance may be filed pursuant to Article 9. A grievance as a result of suspension or dismissal shall commence at Step Two of the grievance procedure. Where an Employee on the seniority list is discharged from employment for non-disciplinary reasons, such discharge can be the subject of the grievance and arbitration provisions provided in this Agreement.

**8.03** The Company will request a Union Shop Steward to be present when a complaint by the Company involves a disciplinary measure against an Employee. In the event of an Employee on the seniority list being reprimanded, suspended or discharged, the Employee affected and the Union Shop Steward shall be handed a letter stating the reason for the said reprimand, suspension or discharge, prior to the Employee affected leaving Company property. Employees suspended or discharged shall be required to leave the service area within one (1) hour of being given notice and must be escorted by management at all times.

- 8.04** Each individual Employee shall be allowed to review their own personnel file semi-annually.

From the date of the filing of a grievance to the date of the arbitration hearing, an affected Employee or an affected Employee and Shop Steward, may review the Employee's personnel file on one occasion for a period of fifteen (15) minutes during working hours upon one (1) days' notice to the Employer. Employees reviewing their file on a semi-annual basis may do so on their own time upon two (2) days written notice to the Company and the Company shall allow access to the file for a one-half (1/2) hour period immediately following the end of the day shift.

- 8.05** Personnel files shall be complete and any disciplinary documents shall be null and void after eighteen (18) months from date of issue provided the Employee does not receive corrective action for any related offence within the indicated period of time..

## **ARTICLE 9 – SETTLEMENT OF DIFFERENCES**

Should any differences arise between the Company and the Union or Employees as to the interpretation, application, operation, contravention or alleged contravention of this Agreement or should there be any complaint or grievance by an Employee or the Union or the Company with respect thereto, an earnest effort will be made to settle such matters immediately by negotiations under the following procedure.

- 9.01 Step 1:** At the first step in the settlement of a dispute, the Employee, will ask a Union Shop Steward to accompany him/her when discussing a dispute with their immediate supervisor. Such discussion must take place within ten (10) working days of the event, or of the time knowledge of the event which brought about the dispute.
- 9.02 Step 2:** If a satisfactory settlement has not been reached within ten (10) working days after the commencement of the first step, the dispute shall be dealt with between the Employee(s) affected, a Union Shop Steward and the department manager. The Union will submit particulars of the grievance to the department manager in writing.
- 9.03 Step 3:** If a satisfactory settlement has not been reached within ten (10) working days after the commencement of the second step, the dispute shall be dealt with between representatives designated by the Union and the branch manager or designated Company Representative.
- 9.04** If the grievance is not satisfactorily resolved at the third step within ten (10) working days after the commencement of the third step either party may submit the grievance to arbitration pursuant to the arbitration provision hereinafter provided, by giving the other party notice within ten (10) working days from receipt of answer given at the third step of the grievance procedure.
- 9.05** In the event that the Union wishes to process a policy grievance, such grievance shall be submitted in writing to the Company within ten (10) working days of the time knowledge of the act causing the grievance becomes known to the Union. Such grievance shall be dealt with by a Shop Steward and the department manager, and follow the steps as outlined in Article 9. The Company, in receipt of the grievance, must make known its decision, in writing, regarding the grievance to the Union within ten (10) working days of receipt. In the event that the grievance is not resolved at this time either party may submit the grievance to arbitration as hereinafter provided.
- 9.06** In the event that either party fails to attempt to process the grievance within the time limits stipulated in any of the steps outlined in the foregoing, the grievance shall be deemed abandoned and all rights of recourse to the grievance procedure shall be at an end unless time limits have been extended by mutual Agreement in writing. Request for time limit extensions, by either party, shall not be unreasonably withheld.
- 9.07** Union representatives who are needed by the Union in the presentation of their case and

Employees who are to appear as witnesses for the Union will be excused from work with pay to attend a hearing upon written request from the Union.

- 9.08** If the parties are unable to resolve a difference as provided heretofore, including the question as to whether or not the difference can be solved through mediation or arbitration, either party may notify the other in writing of its desire to submit the difference of differences to mediation or arbitration. The use of mediation must be agreed upon by both parties.
- 9.09** The parties shall agree to the appointment of a Mediator or Arbitrator on a case by case basis. The Union and the Company shall both submit a list of three (3) Mediators or Arbitrators to choose from, within twenty (20) working days after the issuance of the written notice of intent to either mediate or arbitrate.
- 9.10** If within a period of ten (10) working days, the parties are unable to agree on a person to act as the Arbitrator or Mediator, either party may request the Director of Mediation Services, Alberta Department of Labour to make an appointment.
- 9.11** In the event that either party fails to process the arbitration within the time limits stipulated in any of the steps outlined in the foregoing, the arbitration shall be conceded by the defaulting party, unless the time limits have been extended by mutual Agreement in writing. Request for time limit extensions, by either party, shall not be unreasonably withheld.
- 9.12** Grievances submitted to mediation or arbitration shall be governed by the provisions of this Agreement. The Mediator or the Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Mediator or the Arbitrator shall be shared equally by the Company and the Union, unless otherwise provided by law.
- 9.13** If arbitration is chosen, the findings and decision of the Arbitrator shall be binding and enforceable on all parties. The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a discharge he/she shall be entitled to substitute lesser disciplinary penalty than was imposed by the Company.

## **ARTICLE 10 – STRIKES AND LOCKOUTS**

- 10.01** There shall be no lockouts by the Company and no interruptions, strikes, work stoppages, sit-down or slow-down by any members of the Union during the term of this Agreement.

## **ARTICLE 11 - SENIORITY**

- 11.01** In the event that a layoff is necessary, probationary Employees on the affected list will be laid off first. Thereafter, the layoff will occur in the seniority list or lists affected starting with the most junior Employee to the most senior, recall shall be in the reverse order.

For purposes of layoff and recall there will be eight (8) seniority lists:

1. Welders and apprentices.
2. Electrician's and apprentices.
3. Component Rebuilder and Bench Mechanic.
4. Heavy Equipment Technicians, Automotive Technicians and Apprentices.
5. Parts Technician and Apprentices.
6. Service Advisor, and Clerical.
7. Warehouse Person, Yard Person, Shippers, Receivers, and Labourers.
8. Power Generation.

**11.02** New Employees shall be regarded as probationary Employees until their names have been placed on the seniority list. There shall be no responsibility for the re-employment of probationary Employees if they are laid off or discharged during this period. The Company may discharge probationary Employees without just cause. New Employees shall serve a probationary period of four (4) calendar months from date of hire during which no seniority rights shall be earned by such Employees, except that at the termination of such probationary period the Employee's seniority service shall be calculated from the most recent date of employment with the Company and the name placed on the seniority list.

**11.03 a. Long term layoff (60 days or more).**

Upon notice of long term lay off, Employees will be paid at the Alberta Employment Standard Act, upon receipt of final paycheck.

**b. Short term layoff.**

Short term layoff shall be handled as follows:

- i. No less than forty-eight hours will be given or pay in lieu.

Layoffs will be made in one (1) five (5) consecutive day increment and will rotate through the entire seniority list affected starting with the most junior Employee to the most senior.

- ii. Any Employee on the seniority list affected, who has been subject to the five (5) consecutive working days layoff in a period of twelve (12) months from his initial layoff, shall not be required to take any subsequent short term layoff within the twelve (12) months.

The Company will have the opportunity to exercise another round of one (1), five (5) consecutive day increment within the same twelve (12) months period pending a membership vote of the affected seniority list as per above.

- iii. Short term layoffs, as in Clause 11.03 b. ii. above, where rotation through the seniority list has stopped, shall commence from where the last person was affected by a layoff.

- iv. Company benefits will continue on short term layoff.

- v. Notwithstanding the above the Company may implement a long term layoff.

- vi. No Employee on short term layoff can take vacation during their layoff period. It must be pre-approved by the Company as per the CBA and taken outside of their layoff period.

**11.04** Employees being recalled following a layoff may be advised by telephone or Priority Post. In the event that contact is made by telephone with the Shop Steward present, it shall be confirmed by Priority Post or a hand delivered letter that has been signed for.

**11.05** No new Employee shall be hired on the affected seniority list until such time as all laid off Employees have been recalled, or have refused recall. When recalling Employees after layoff, they shall be recalled in reverse order to the above as per Clause 11.01.

**11.06** Employment and seniority shall both terminate when:



- a. An Employee voluntarily leaves the Company's employment and is not re-employed within a period of seven (7) days. This includes cases where an Employee is absent from work for three (3) consecutive working days without reporting to the Company or is absent for three (3) consecutive working days without furnishing a reason for such absence which is satisfactory to the Company. Extenuating circumstances will be considered, with the final decision being the Company's.
- b. An Employee is discharged for cause and the decision is not reversed by the grievance procedure set forth in this Agreement.
- c. Due to layoff, a period of time equal to the Employee's service in the bargaining unit up to a maximum of twelve (12) months has elapsed.
- d. The Chief Shop Steward will receive a copy of all Employees' layoff and recall notices. If contact, by the Company, cannot be made within forty-eight (48) hours or following contact the Employee cannot return to work within forty-eight (48) hours, he will be passed over on the seniority list and the next Employee will be recalled in the same manner. The Employee passed over will remain on the seniority list for the purposes of a subsequent recall. Any Employee unable to be recalled twice during the same layoff will be deemed terminated. Each Employee will keep the Company payroll department informed in writing of their current address and telephone number.
- e. An Employee fails to report for work at the termination of a leave of absence, General Holiday or vacation, unless prevented from doing so by a reason satisfactory to the Company.

**11.07** If an Employee transfers to a position within the Company, outside of the bargaining unit, seniority shall be maintained but not accumulated for one (1) year. After the one (1) year from date of leaving the bargaining unit, all Union seniority will be lost.

The Employee may only return to the bargaining unit with an active posting. If, while out of the bargaining unit, the Employee is laid off (or terminated without cause), their recall rights would remain for the classification they originally came from within the bargaining unit.

**11.08** The Company agrees that in making promotions or in the filling of vacant positions, preference will be given whenever possible to those currently employed, based on their seniority with the Company, taking into consideration ability, qualifications, with final decision being at the discretion of the Company. Such position will be posted on the Company recruitment website.

The Company agrees to post any internal assignments (Field, Charge Hand, Lead Hand and Penske SOS) on the Service Office and Parts Department Bulletin Board. Preference will be given whenever possible to those currently employed, based on their seniority with the Company taking into consideration ability, qualifications, with final decision being at the discretion of the Company.

**11.09** The Company will maintain a seniority list on a quarterly basis based on tenure with the Company.

## **ARTICLE 12 – HEALTH AND SAFETY**

The Company and the Union share Environment, Health and Safety (EH&S) as a core value, and commit to work collaboratively to ensure the workplace is safe from hazards and injury free.

**12.01** The Joint EH&S Committee shall be established consisting of a minimum of four (4) members of the Union, equally representative of the Company. In the event another Edmonton facility is

opened, covered under this Collective Agreement, there will be two (2) additional representatives from the Union added to the Joint EH&S Committee. The Union will select its Committee members. The Joint EH&S Committee shall meet during working hours as set out below; the length of the meeting shall be at the discretion of the Company representatives. The duties of the elected representatives shall be, but not limited to:

- a. To participate in any incident investigation involving a Union member.
- b. An investigation of all safety incidents and near misses which shall be completed within 7 business days and undertaken, by the JHSC (Joint Health and Safety Committee) and a Company Representative, to establish causation and identify corrective measures. Corrective and preventive measures from the investigation shall be completed as per corporate guidelines. Any disciplinary actions that may result from the investigation will follow Article 8 & 9 of this Collective Agreement. The result from the investigation will be reported in the next monthly meeting.
- c. Union members also being involved in other aspects of health and safety (e.g. accompany other regular inspections). If an elected representative of the JEHSC is not available then an alternate of the Union will be requested to fulfill the requirement.

**12.02** The JEHSC shall meet not less than once per month. Minutes from each meeting shall be circulated to Committee Members and a copy posted on the EH&S communication boards. A summary shall be issued for discussion at safety meetings as necessary. Minutes will include an attachment detailing recommended corrective actions, completion dates for corrective actions and persons responsible for completion of corrective actions.

**12.03** Members of the Joint EH&S Committee shall receive their regular rate of pay while attending meetings or carrying out investigations.

**12.04** All incidents will be reported immediately or as soon as practically possible to the immediate supervisor or Charge Hand on shift (be they a near miss, first aid, medical aid, modified work or lost time).

In a collaborative effort between Management and the Union members the EH&S approach is risk-based, systematic, and responsive to change. This is accomplished by the Employees performing the work doing a comprehensive risk assessment to ensure all hazards are identified, assessed, evaluated and prioritized to effectively eliminate and/or control risk levels to the best of their ability. At a minimum, work environments containing hazards shall be assessed using a Job Hazard Analysis and/or Field Level Hazard Assessments.

Should Employees feel that a safety or health hazard exists in connection with their work or the work of others, they will make an attempt to correct the issue should they feel able/competent to do so. Whether the Employee is able to rectify the concern or not, they will report it to their direct supervisor. If in the opinion of the Employee a safety or health hazard still exists or is not corrected, they will, with a JEHSC Member, present the problem to the departmental manager or his deputy for appropriate action.

No Employees will be required to perform work that constitutes imminent danger to themselves or others, nor will be disciplined for such refusal.

**12.05** The Company will provide copies of existing safety rules to Employees and any amended or new rules will not be effective until discussed at a tool box talk and posted. There will be a five (5) working day grace period from the time the new rule is posted and spoken to at the tool box before any disciplinary action. All Employees will be expected to abide by these rules to the best of their ability.

A "just and fair culture" approach shall be adopted in order to determine the accountability for unsafe acts and whether or not discipline is appropriate and if so to what extent.

The Union recognizes that the Company has extensive EH&S policies and Employees will adhere to these policies. The Employees will collaborate with the Company to create a safe and healthy work place. The Union reserves the right to grieve these policies or discipline as a result of these policies.

**12.06** First aid facilities or first aid room to be accessible to all qualified first aid certificate holders and have all first aid certificate holders listed. These qualified persons to be identified by a first aid tag.

**12.07** The Company will maintain qualified First Aid personnel as per Alberta Labour Occupational Health and Safety (ALOH & S) legislation.

If an Employee gives Management a medical documentation from a medical practitioner of their choice, stating a medical issue that restricts the Employee from performing their job requirements, the Company may send the Employee to a proven medical facility to determine their physical limitations. This will be done during working hours, at the expense of the Company, and without loss of pay. The Employee has the right to appeal.

**12.08** Customers shall not be permitted in the service shop work area unless accompanied by a representative of the Company. Customers shall not be permitted to perform work on their equipment while in the shop.

**12.09** The Company will provide PPE That meets Safety Standards. Company may entertain alternative PPE with the final decision being with the Company.

## **ARTICLE 13 – GENERAL CONDITIONS**

**13.01** a. The Company agrees to supply and launder an adequate number of coveralls (minimum of one (1) clean pair per day) for Service Technicians and Yard Employees and will replace when necessary. All coveralls remain the property of the Company.

b. Should Employees be required to wear uniforms (shirts and or pants), they shall have them supplied and cleaned by the Company without charge. The Company agrees to supply and clean smocks without charge for Shipping and Receiving, and Warehouse personnel.

**13.02** Apprentices during their tenure of employment shall be given the opportunity to perform a full range of work required of a journeyman and whenever practical a journeyman will be assigned to work along with an apprentice.

**13.03** The Company agrees to provide notice boards by the time clock, at the bottom of the stairs, in the Parts Department and in the mechanics lunch room on which the Union shall be entitled to post notices of interest to members.

**13.04** No Employee shall undertake any work outside the Company premises which could be construed in any way as competitive with the Company. Violation of this clause shall be subject to dismissal of Employee(s) involved. This clause does not apply to Employee(s) during lay off.

**13.05** The Company agrees all present Employee's benefits, or their equivalents, shall be maintained until December 31, 2013.

Employees shall participate in the Wajax Employee Group Benefit Plan. Details are available on the Wajax Employee Intranet.

The benefits shall apply to the Employee, spouse (including common law) and dependent children, including stepchildren or foster children under the age of 22; or 25 if a full-time student at college or university.

Common law spouse is defined as: although not legally married to an Employee continuously cohabits with the Employee in a conjugal relationship which is recognized as such in the community in which they reside for at least one (1) year at the time a claim is incurred. The term conjugal relationship shall be deemed to include a conjugal relationship between partners of the same sex.

- a. Employees will be paid for dental/medical appointments to a total accumulated maximum of eighteen (18) hours during each year of this Agreement at sixty-six and two thirds (66 2/3%) percent of the Employee's normal base rate. Employees must obtain written documentation stating time of appointment and duration. Employees with chronic conditions will receive a maximum of (24) hours.
- b. The Company agrees to maintain the dental plan as outlined in the Employee's Group Benefit Plan.
- c. Wallet Cards and Employee's benefit brochures to be furnished to all Employees.

**13.06** The Company shall provide a pension plan for Employees. Employees will participate in the Company's defined contribution plan according to conditions established for the plan. The Employee shall contribute three and one-half percent (3.5%) of their gross wages to the pension plan with a matching contribution of three and one-half percent (3.5%) by the Company. Employee enrolment in this plan is mandatory according to enrolment conditions of the plan.

**13.07** The Company shall continue paying an Employee for the balance of the shift if injured on the job.

**13.08** It is the responsibility of the Company to provide proper washing facilities, wash-basins, hand towels, soap and hot and cold water, clothes lockers of regulation size for the protection of the Employees clothing and personal property and to provide janitorial service. Employees shall be expected to observe the simple rules of cleanliness and not abuse the facilities provided.

The Company agrees to provide headset ear protectors, respirators, welding gloves, welding goggles and all manner of eye protectors to Employees who are required by the Workers' Compensation Act and the Occupational Health and Safety Act to wear same and who request them.

**13.09** It is the Employees responsibility to keep these areas clean and tidy consistent with good Departmental appearance.

**13.10** The Company agrees to provide tool insurance coverage for its Employees' tool boxes and tools on a replacement cost basis in the event of loss by fire or theft of the entire set of tools and box, when tools are on Company property or in Company vehicles. Maximum of any one claim \$25,000.00. The Employee, to claim this, must have on file an inventory list of tools initialled by the Company and updated every June 30<sup>th</sup> or the last inventory list on file. A digital image may be used to facilitate this requirement.

**13.11** Employees covered by the terms of this Agreement shall be required to wear safety boots (C.S.A. approved as per Departmental needs). The Company will reimburse each Employee for the purchase of C.S.A. approved safety boots and related accessories to a maximum of two hundred and ten dollars (\$210.00) which will be expensed annually, upon presentation of a copy of the original receipts based on a calendar year starting July 1<sup>st</sup>. New Employees will be prorated based on date of hire.

- 13.12** Employees suffering a death in the immediate family shall be granted bereavement leave of absence with pay at the current rate of pay for three (3) working days.

The definition of immediate family shall be husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step parents, grandparents and grandchildren.

- 13.13** The Company will top up to an Employee who is called for jury duty with the difference, if any, between his jury pay and regular wages from the Company for the time so spent providing that the Employee must report as soon as possible after the lunch period if he is dismissed for the day by the court by 11:00 a.m. The same provision shall apply to an Employee being served a subpoena to appear as a crown witness in court.

- 13.14** For Employees who have completed six (6) months of service the Company will pay the cost of repairs for normal wear and tear on air and electric tools, torque wrenches and for the calibration on precision tools that are supplied by Employees and are needed on a regular basis in their job function. Minor repairs will be carried out in the shop and major repairs will be made by an authorized service depot with the Company having the option to repair a worn out tool or replace it with a new tool of the same make and model. Any of the above tools which are new must be brought in for identification and evaluation of condition.

At the commencement of employment, the above tools will be presented for identification and evaluation of condition. Evaluation will be done jointly by equal representation of service department management and the bargaining unit. If evaluation indicates tool(s) requires repair, the Company will not be responsible for initial repair or replacement.

- 13.15** Company tools and equipment shall be maintained.

- 13.16** Any Employee required to work in adverse weather conditions shall be issued work wear that is clean and adequate to the Employee to suit the conditions.

- 13.17** The Company will provide one pair of CSA approved prescription safety glasses with fixed side shields a per the Wajax corporate safety eyeglass policy.

- 13.18** The Company will replace each Employee's tool box wheels with original model wheels, or a comparable set, as required. Or in lieu, the Employer will allow the time and materials required to construct a support frame with wheels to fit the tool box.

- 13.19** Absence sheets need to be filled out and handed in to the Employee's immediate supervisor within two (2) working days after returning to work. If approved, they will be processed for payroll. Failure to do so will result in the Employee not receiving pay for the absence.

**13.20 Yard Person Apparel**

The Company will provide on an as required replacement basis the following items:

- Rain wear – rubber slicker, pants and rain hat.
- Steel-toed rubber boots.
- Insulated coveralls or equivalent.
- Winter liners for hard hats.

The Company will reimburse each Employee up to max of two hundred and ten dollars (\$210.00) per year upon presentation of a copy of the original receipts based on a calendar year starting July 1<sup>st</sup> of required C.S.A. approved winter safety boots.

- 13.21** Tool vendors shall be allowed on Company premises once per week between 1:00 p.m. and 5:00 p.m. to allow technicians easy access to exchange and purchase tooling.

## **ARTICLE 14 – FIELD SERVICE**

- 14.01** a. After hours call to prepare for scheduled field service calls will be paid at the appropriate overtime rate for actual hours worked.
- b. Field Service Mechanics assigned to be on call on weekends (from 4:00 p.m. on the last regularly scheduled shift prior to the weekend to 7:30 a.m. on the first regularly scheduled shift following the weekend) will receive standby pay of one hundred twenty-five dollars (\$125.00). If the Employee is required to be on call for a general holiday, then the Employee is to receive an additional fifty dollars (\$50.00) for every day deemed a general holiday. An Employee must remain available for contact by telephone and be ready to report for work throughout this period to be eligible for standby pay. The Company shall prepare a schedule of weekend standby as per Article 3.06.

- 14.02** Justifiable waiting time in connection with field service work shall be paid at straight time rates to a maximum of ten (10) hours per day.

Where a customer's operation shuts down on a Saturday, Sunday or General Holiday and the field service man is authorized to lay over at an out-of-town location, he will be paid ten (10) hours at the applicable overtime rate.

- 14.03** The Employee must verify their hours are in compliance with the National Safety Code. If required, they are to proceed to the nearest sleeping accommodation. The Employer agrees to train all applicable Employees and to keep the training up to date and to perform quarterly follow-ups to ensure understanding and compliance.

- 14.04** Employees required to work outside the city limits of his home base will receive payment for all reasonable expenses. Any Employee starting from their home base and working less than 8 hours will not be entitled to meal reimbursement.

Meals shall be reimbursed to a maximum of seventy (75) dollars plus 15% gratuity per day, as per the Company Travel and Entertainment policy this will also apply for overtime hours. Employees beginning their work day outside of the City of Edmonton limits will also be reimbursed for reasonable expenses, the Company will take into consideration the remote locations traveled to and the increased cost of meals as a result and shall increase reimbursement accordingly. This will apply where there is no per diem or meal provision.

- 14.05** a. If Field Technicians are required, due to the condition that the Company cannot fill the assignment with a posting as per Article 11.08, the following conditions shall apply:
- i. Eighty-five percent (85%) of the Employees on the Seniority List affected, as per clause 11.01, will be eligible for assignment as a Field Technician, with the remaining fifteen (15%), based on seniority, shall be exempt. Field Technicians will be exempt.
  - ii. From eighty-five percent (85%) of eligible technicians, as determined above those technicians who have a certified medical reason, shall also be exempt.
- b. Employees assigned to rotate as a Field Technician, will be required to serve for a period of three (3) consecutive months, starting with the most junior Employee. These Employees will be given thirty (30) calendar days written notice of their turn as Field Technicians. No one will be required to take another rotation as a Field Technician until all those eligible have served an equal number of periods as a Field Technician.

- c. The Company will ensure that each Employee will receive necessary training for field work prior to commencing. If the Employee is not ready at the time of deployment, the next Employee on the list will be chosen. The Employee who was passed over will be required to fulfill their obligation at the earliest obligation after being deemed ready ("ready" being defined as being physically fit, holding all EH&S certificates, and having been a licensed H.E.T., third (3<sup>rd</sup>) and/or fourth (4<sup>th</sup>) year Apprentice, with Wajax Power Systems for minimum of twelve (12) months).
- d. Any Employee volunteering to remain as a Field Technician longer than three (3) consecutive months may be allowed to do so. Should such an Employee wish to no longer volunteer for this extended period, that Employee will be able to come off this extended service with thirty (30) calendar days written notice and, will go back on the list for rotation.

#### **14.06 Field Service Apparel**

The Company will provide on an as required replacement basis the following items:

- Rain wear - rubber slicker, pants and rain hat.
- Steel-toed rubber boots.
- Insulated coveralls or equivalent as required.
- Winter liners for hard hats.
- Knee pads.

The Company will reimburse each up to a max of two hundred and ten dollars (\$210.00) per year upon presentation of a copy of the original receipts based on a calendar year starting July 1<sup>st</sup> of required CSA approved winter safety boots.

#### **14.07 Field Premiums, as per Article 16, do not apply to work performed on Company premises, except as listed below:**

- a. All hours worked and waiting in connection with a field job shall be with a Field Premium.
- b. Should a Field Service Technician be required to work in the shop for the purpose of training, the technician shall receive field premiums for all hours worked.
- c. Field Service Technicians required to work in the shop due to heavy work load in the shop, shall receive premiums for all hours worked.
- d. Technicians on the Power Generation list shall receive Field Premiums when requested to perform tasks in the shop, due to safety and training qualifications.
- e. Field Service Technicians working on a customer's piece of equipment in the Wajax yard in inclement weather shall receive Field Premiums.
- f. Field Service Technicians will be paid the premium for all hours worked in the shop any day they get sent out to a field job.
- g. Should all the Field Services Technicians be already on a field job, Management may dispatch a technician from another department for emergency customer service. If a Field Service Technician is passed over for work out in the field, he shall receive the Field Service Premium for all hours worked in the shop that day, unless the customer declines the technician available.

#### **ARTICLE 15 – SAVINGS CLAUSE**

**15.01** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions and any such portions shall remain in full force and effect.

## **ARTICLE 16 - WAGES, PREMIUMS AND CLASSIFICATIONS**

### **16.01 Hourly Rates**

<b>Hourly Rates Effective</b>		<b>May 1 2018 @ 2.00%</b>	<b>May 1 2019 @ 2.00%</b>	<b>May 1 2020 @ 2.00%</b>
<b><u>HET</u></b>	of J/M HET Rate			
Journeyman HET	100.00%	41.99	42.83	43.69
*Journeyman (Off Road / On Hwy / Automotive)	97.60%	40.99	41.81	42.65
4 <sup>th</sup> Year Apprentice	97.60%	40.99	41.81	42.65
3 <sup>rd</sup> Year Apprentice	80.00%	33.60	34.27	34.96
2 <sup>nd</sup> Year Apprentice	75.00%	31.50	32.13	32.77
1 <sup>st</sup> Year Apprentice	70.00%	29.40	29.99	30.59
<b><u>Electrician</u></b>	of J/M Electrician Rate			
Journeyman Electrician	100.00%	41.99	42.83	43.69
4 <sup>th</sup> Year Apprentice	90.00%	37.80	38.56	39.33
3 <sup>rd</sup> Year Apprentice	80.00%	33.60	34.27	34.96
2 <sup>nd</sup> Year Apprentice	70.00%	29.40	29.99	30.59
1 <sup>st</sup> Year Apprentice	60.00%	25.20	25.70	26.22
*Temporary Licensed H/D or Automotive Mechanic		35.52	36.23	36.96
**Bench Mechanic		35.52	36.23	36.96
***Component Rebuilder		29.66	30.25	30.86
<b><u>Welder</u></b>	of J/M Welder Rate			
Journeyman Welder	100.00%	41.99	42.83	43.69
3 <sup>rd</sup> Year Apprentice	90.00%	37.80	38.56	39.33
2 <sup>nd</sup> Year Apprentice	80.00%	33.60	34.27	34.96
1 <sup>st</sup> Year Apprentice	70.00%	29.40	29.99	30.59
<b><u>Parts Technician</u></b>	of J/M Parts Tech Rate			
Journeyman Parts Technician	100.00%	37.79	38.55	39.32
3 <sup>rd</sup> Year Apprentice	85.00%	32.12	32.77	33.42
2 <sup>nd</sup> Year Apprentice	75.00%	28.34	28.91	29.49
1 <sup>st</sup> Year Apprentice	65.00%	24.56	25.06	25.56
<b><u>Warehouse</u></b>	of J/M Parts Tech Rate			
Shipper / Receiver / Yardperson	75.00%	28.34	28.91	29.49
Warehouse Person	57.00%	21.54	21.97	22.41



Labourer	50.00%	18.90	19.28	19.66
Service Office	% increase of current wage			
Senior SA		30.30	30.91	31.53
Junior SA		27.19	27.73	28.28
Service Office Coordinator		28.37	28.94	29.52

- \* Within 18 months after receiving Journeyman Heavy Duty Equipment Mechanic or Truck and Transport Mechanic or Licensed Automotive Journeyman Mechanic certification, it will be mandatory for Employees to complete the training to obtain certification as a Licensed Heavy Equipment Technician. If a longer period of time is required due to apprenticeship class availability or other program requirements, the 18 month period may be extended as reasonably required through Agreement with the Union.

- \*\* Bench mechanic is one who does not have a permanent Heavy Equipment Technician license or who has been hired from a posting to work on some particular component. During a period of layoff, hiring of Bench Mechanics would not cause immediate layoffs to Technicians on List 4 of Article 11.01 and these Employees will not be sheltered to avoid layoffs based on seniority.

- \*\*\* Component rebuilder is one who has been hired from a posting to perform operations of, or related to rebuilding components, accessories or options which work is of a highly repetitive nature and does not include the installation of components. During a period of layoff, hiring of Bench Mechanics would not cause immediate layoffs to Technicians on List 4 of Article 11.01 and these Employees will not be sheltered to avoid layoffs based on seniority.

\*\*\*\* Premiums                      Of Respective Trade Certificate Rate

Field Premium	12.00%
Charge Hand	10.00%
Lead Hand	5.50%
Shift Premium	\$4.00/hour for all hours worked

\*Premiums do not attract overtime.

**16.02** Employees with welding licenses will be paid the applicable welding rate provided they weld at Company request.

**16.03** Lead Hands and Charge Hands shall not be entitled to issue discipline.

**16.04** Any Employee who is requested to substitute in a Charge Hand or Lead Hand role, will receive the corresponding premium for all hours worked during that assigned time.

**16.05 Classification Description**

- a. **Journeyman Parts Technician** – Any Employee who is in possession of an Alberta

Partsman Certificate.

- b. **Apprentice Parts Technician** – An Employee who is indentured to the three (3) year Apprenticeship Parts Trade Program.
- c. **Shipper/Receiver** – An Employee who is primarily engaged in shipping/receiving, but also works in other areas of the parts department from time to time as required.
- d. **Warehouse Person** – An individual whose duties shall include picking orders as required by Journeyman Parts Personnel, bin and department maintenance, including bin/section organization, checking off incoming stock shipments and locating such parts.
- e. **Yard Person** – An individual whose duties shall include movement and check in procedures of equipment, shipping/receiving of rental units, clean equipment, installing decals, perform check-in/check-outs of equipment, general facility housekeeping including grounds, responsibility for product and status inventory as directed by the Parts Manager.
- f. **Senior Service Advisor** – An individual who has at least 4 years experience in the Service Advisor role with the Company or in a similar capacity in another organization.
- g. **Junior Service Advisor** – an individual with limited service advisor experience. Person will remain at this level until they have at least 4 years of experience with the Company.
- h. **Service Office Coordinator** – The Service Office Coordinator is responsible for providing administrative support to the Edmonton Service Department.
- i. **Techbilt Coordinator** – A Journeyman Parts Technician who is primarily responsible for facilitating the Wajax Techbilt Program.

## ARTICLE 17 - APPRENTICES

- 17.01** Application for apprenticeship will be made on date the Employee commences work as an apprentice.
- 17.02** No new Apprentices will be hired when the ratio of apprentices to Journeyman exceeds two (2) Apprentices to one (1) Journeyman.
- 17.03** Both the Union and the Company agree that apprentices must be allowed to attend schooling at least once per calendar year from date of indenturement, pending class availability and business requirements.
- 17.04** Apprentices shall receive their next pay increment at the date of completion of their apprenticeship period following receipt of passing marks from the Apprenticeship Board. In the event of the Apprentice having to repeat his Apprenticeship training, the completion date of this period and any subsequent period(s) will be delayed by the length of the period.
- 17.05** An Apprentice's failure to pass both his Apprentice exam and the rewrite of such exam will be, at the discretion of the Company, just cause for the termination of his employment.
- 17.06** Apprentices will cover their own tuition fees. The Company will reimburse all of the Apprentice's tuition fees upon successful completion of their course:
- 17.07** a. All apprentices will be paid according to the Supplemental Unemployment Benefit Plan (SUB) while attending training as scheduled by the Apprenticeship Board.

- b. The plan provides that the EI benefit rate (gross amount) and the SUB payment will equal 95% of the Employee's weekly earning. The Company will pay the difference between the EI gross benefit and 95% of weekly earnings.
- c. The Employee must submit their Record of Employment to Service Canada and apply for EI benefits. Once the Employee provides proof of receipt of EI benefits to the payroll department, SUB payment benefits will begin.
- d. Should the SUB plan be discontinued by the government, the Company will pay the 95% of an Employee's weekly earnings for apprentice training.

**17.08** Should an Employee wish to take an approved welding course or apprenticeship and successfully completes said course, the Company will reimburse the Employee's cost of tuition and books. This reimbursement will occur only if there is prior approval in writing from the Company.

## **ARTICLE 18 - TRAINING**

- 18.01** As the jobs in the bargaining unit change due to new technology and changing markets, Employees will be given the opportunity to be trained and upgraded where required in order to meet business requirements.
- a. If approved by your supervisor and should the Employee agree to work management approved course material on their own time (i.e. Home Study), they (includes mechanics, apprentice mechanics, journeyman parts and apprentice parts) will receive pay for courses marked "passed" at their hourly rate (straight time), based on the time allotted to each course by management.
  - b. The Company will make every effort to make available on site computers for use in taking the courses.
  - c. When training for Wajax Power Systems and the Employee is expected to provide their own transportation away from the Edmonton branch, all travel shall be paid at the rate of (\$0.53) per kilometre for the calculated distance from the Edmonton branch.
  - d. When training for Wajax Power Systems, the Company shall pay all necessary travel expenses as per the corporate policy. If such assignment is held outside the greater Edmonton area, all reasonable expenses will be reimbursed to a maximum of sixty dollars (\$60.00) per day upon presentation of receipts and a completed expense form.
  - e. Any time spent travelling will be paid at the calculated time from the Edmonton branch at the Employee's hourly rate (straight time).
  - f. The Company agrees to reimburse to an Employee upon successful completion. One hundred (100%) of the tuition fee and text book cost of an approved related course. Approval must be received prior to commencement of course and shall not be unreasonably denied.

## **ARTICLE 19 - DURATION OF AGREEMENT**

- 19.01** This Agreement shall be effective April 30, 2021 inclusive and thereafter from year to year unless either party to the Collective Agreement, not less than 60 days and not more than 120 days preceding the expiry of the term of the Collective Agreement, give to the other party notice to either amend or terminate the Agreement.

When notice of termination is given this Agreement shall remain in effect while negotiations for a further Agreement are being carried on.

Negotiations shall commence within 30 days of the date of notice.

## ARTICLE 20 – RETRO PAY

### 20.01 Wages effective May 1, 2018.

Dated this 14<sup>th</sup> day of February, 2019.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written:

**FOR THE COMPANY:**

Wajax Power Systems



Glenn Bruniski  
Service Manager



Brian Deacon  
VP Service Operations



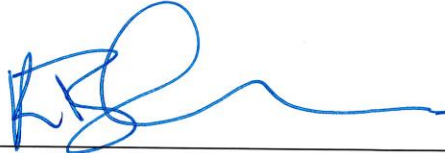
Mike Fontaine  
Branch Manager



Mayra Herrera  
National LR Lead

**FOR THE UNION:**

International Association of Machinists and  
Aerospace Workers, Local Lodge 1722



Kevin Clark  
Directing Business Representative



Lori Fairbrother  
Union Representative



Corey Joly  
Union Representative



Trent Mills  
Chief Shop Steward

**NOTES OR CONTRACT PROPOSALS**

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**NOTES OR CONTRACT PROPOSALS**

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# Calendar 2018

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# Calendar 2019

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# Calendar 2021

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