

Collective Labour Agreement

October 15, 2022 - October 14, 2026

Collective Labour Agreement between

ABCO Industries Inc.

And

Unifor/MWF Local 1

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THIS COLLECTIVE LABOUR AGREEMENT made in duplicate on June 7, 2023 by and between ABCO INDUSTRIES INC., a Company incorporated under the Laws of the Province of Nova Scotia with its Head Office at Lunenburg, Nova Scotia [the Company] of the one part; and UNIFOR THE UNION AND ITS UNIFOR/MWF LOCAL 1 (ABCO UNIT) [the Union] of the other part:

WITNESETH:

ARTICLE 1: DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- a) "Bargaining Unit" means the unit of the Company's employees at its Tannery Road plant at Lunenburg, Nova Scotia, fixed as appropriate for collective bargaining by Order No. 1725 of the Labour Relations Board (Nova Scotia), an extract containing the operative provision of which appears in Schedule "A" to this Agreement;
- b) "Employee" means an employee of the Company in the Bargaining Unit; and
- c) "The Company's plant" or "the plant" means the Tannery Road plant of the Company at Lunenburg, Nova Scotia; and
- d) "Day" means a calendar day, unless otherwise specified within the Agreement as a "working day" which means a normal working day of the Company excluding weekends and statutory holidays.

ARTICLE 2: PURPOSE

2.01 This Agreement has been negotiated by the Company and the Union for the purpose of promoting good relations between the Company and those of its employees in the Bargaining Unit, by settling for the term of this Agreement the wages and certain other of the conditions of employment of such employees, and also by providing a procedure for the disposition of grievances, promptly, equitably and without any disruption of the Company's operations.

2.02 Except where the context otherwise requires, words or expressions used in this Agreement denoting the masculine gender, shall be read as including the feminine gender and gender neutral.

ARTICLE 3: RECOGNITION

3.01 The Company recognizes the Union as the sole bargaining agent for those employees of the Company who are within the Bargaining Unit, so long as Order No. 1725 of the Labour Relations Board (Nova Scotia) remains in full force and effect.

ARTICLE 4: UNION SECURITY

4.01 All employees of the Company, upon completion of their probationary period of employment, shall become and remain members in good standing of the Union.

4.02 The Company shall check off and remit to the Union fortnightly the Union Dues of all employees including probationary employees who are members of the Union and who have delivered to the Company written check-off orders in the form approved by the Company.

All persons covered by the terms of this Agreement shall pay Union dues each pay as a percentage of regular pay at rates determined by the Union from time to time and provided in writing by the Union to the Company. At the start of this Agreement, the current Union Dues rate is 1.35% of regular wages per pay, and for persons who work less than 20 hours per pay, the rate shall be the equivalent of 0.68% of regular wages per pay.

The Company shall also deduct initiation fees for all new hires equivalent to the requirement of the Unifor Constitution, which the Union will provide to the Company in writing.

Such dues shall be remitted to MWF Local 1 's Financial Secretary by the 15th day of the following month in which the dues were deducted.

Union Dues shall not be deducted from students employed by the Company during normal study breaks — or temporary work periods which form part of the students' school term.

4.03 The probationary period for any employee without seniority with the Company shall be six (6) months' continuous employment.

ARTICLE 5: MANAGEMENT RIGHTS

5.01 The Union acknowledges that the Company, so long as it does not transgress any provision of this Agreement, has the exclusive right and function to direct the work force of, and generally to manage, the industrial operations in which the Company is engaged including without limitation the exclusive right and function:

- a) to determine the locations where the Company's operations are to be carried on, the products to be manufactured, and methods of manufacturing and operating, production schedules, the kinds and locations of machines and tools to be used, manufacturing and assembling processes, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced;
- b) to establish and determine standards of performance for all machines, operations and employees;
- c) to maintain order, discipline and efficiency among its employees and to employ such employees wherever the Company's operations are carried on;
- d) to hire, classify, transfer and promote employees, lay them off for lack of work, and discharge, suspend, demote or otherwise discipline them (subject always to all the other provisions of the Agreement); and
- e) so long as they are not in conflict with any provision of this Agreement, to make such rules and regulations governing the employees as the Company may from time to time deem expedient.

However, for work away from the plant the Company will consult its employees and endeavour to accommodate their wishes.

5.02 The Company shall not, without the prior consent of the Union, change the compensation for any classification in the Bargaining Unit from hourly-rated pay to salary.

5.03 The Company shall not contract out any work which its plant is equipped to perform and which is regularly performed by the Company's employees, when there are employees available and capable of completing the work within the time required for its completion. However, should it become necessary to contract out certain work, the Union shall cooperate in every way possible to ensure the expeditious completion of such work. When the Company permits a customer or subcontractor representative to engage in work activity alongside regular employees, the Union shall be advised.

5.04 If any non-union ABCO employees do work on the shop floor that is normally performed by the Union, the Union will be advised as soon as possible. Such work will normally only be done when hourly employees are not available or the work involves such activities as product development, trials, repairs, testing, qualification, certification or similar activities.

5.05 The Union acknowledges the concept of working supervisor/foreman where small numbers of men are involved and full-time supervision is not warranted, during which times the foreman will be expected to perform trades work. The Company agrees that Union dues will be remitted for any supervisor/foreman who works more than eight (8) hours per two-week pay period on jobs normally assigned to members of the Bargaining Unit.

ARTICLE 6: STRIKES AND LOCKOUTS

6.01 The Union undertakes and agrees that, while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sit-down, slowdown, sympathy strike, secondary boycott or any suspension of or stoppage of or interference with work or production which shall in any way affect the Company's operations. However, management shall not force the Union to cross a legal picket line located at an off-site work location. The Union further agrees that, if during such period any such strike, stoppage, curtailment, restriction, interference or picketing occurs, it will promptly condemn publicly and otherwise use its best efforts to terminate same.

6.02 It is agreed that any employee who participates in any of the foregoing conduct shall be subject to discharge or other disciplinary action.

6.03 The Company agrees that, during the term of this Agreement and the period thereafter while lockout action remains illegal, it will not cause or sanction any lockout.

ARTICLE 7: GRIEVANCE PROCEDURE AND ARBITRATION

7.01 The Union shall be entitled to appoint from among the employees a Grievance Committee of not more than three (3) employees, and shall promptly advise the Company in writing of the appointment, and all changes in the membership, of this Committee.

7.02 Any questions or disagreement about the proper interpretation or application of any provision of this Agreement may be the subject of a grievance. Grievances of one or more employees shall be initiated at Step I. Grievances of the Union or the Company shall be initiated

at Step 3. Grievances by an employee who believes he has been unjustly suspended or discharged shall be initiated at Step 2. No grievance may be brought by either one (1) or more employees, the Union or the Company after the elapse of five (5) days after the occurrence of the matter or thing being complained of unless the other party to the grievance consents in writing.

7.03 The grievance procedure shall consist of the following steps:

1. Any employee with seniority who believes that he has a grievance should discuss the matter with his supervisor with the view of obtaining a prompt settlement or explanation. At this discussion, the employee should be accompanied by a member of the Grievance Committee. The Supervisor shall provide a response to the grievance within ten (10) working days.

2. If the response of the supervisor is not satisfactory to the employee and the employee wishes to proceed further with the grievance, within five (5) working days after the receipt of such response from the Supervisor in Step 1, the grievance shall be presented in writing at a meeting with the General Manager by not more than three (3) members of the Grievance Committee, either with or without the grieving employees, together with such oral explanations and argument as the Grievance Committee deems appropriate. Grievances initiated by the Union shall also be presented to the General Manager in the same manner. In either case, the General Manager shall respond in writing to the grievance in writing within five (5) working days.

3. If the grieving party — whether one (1) or more employees, the Union or the Company — is dissatisfied with the response obtained in Step II and wishes to proceed further with the grievance, the parties shall — within five (5) days after the receipt of such response — make application to the Department of Labour, for the assistance of a grievance mediator in accordance with the terms of the Department's Grievance Mediation Service.

4. If the grieving party, whether one (1) or more employees, the Union or the Company is dissatisfied with the response obtained in Step III and wishes to proceed further with the grievance, the grievance shall be submitted to arbitration in accordance with the following rules:

a) Notice of arbitration shall be given in writing by the grieving party to the other within five (5) working days of the receipt of the other's response in Step III. Such notice shall contain the name of the grieving party's nominee to the three-man arbitration board or shall propose that the grievance be settled by a single arbitrator and list the names of at least three (3) persons whom the grieving party is prepared to accept as such single arbitrator.

b) Within five (5) working days of the receipt of such notice of arbitration, the other party shall reply in writing. Such reply shall contain the name of such other party's nominee to a three-man arbitration board unless a single arbitrator has been proposed by the grieving party and is acceptable to the other party, in which case the other party in its reply shall select the single arbitrator from the list set out in the notice of arbitration.

c) Unless a single arbitrator has been agreed upon as provided in Clauses (1) and (2) above, the two (2) nominees to the Board of Arbitration shall agree upon a third member, to act as chairman, within five (5) days of their being notified of each other's appointment and, failing such agreement within such time, the Chairman may be appointed by the

Minister of Labour in the Government of Nova Scotia at the written request of either party, after a copy of such request has been given to the other party.

d) Once the Arbitration Board is constituted, whether it consists of three (3) arbitrators or a single arbitrator, it shall proceed to hear the parties and make disposing of the grievance in accordance with the provisions of this Agreement with all due dispatch. The Arbitration Board may not alter, modify or amend, or file an award inconsistent with any provision of this Agreement, but in discharge cases shall have the power to substitute a lesser penalty in addition to the power to sustain or quash the discharge. If the Arbitration Board consists of three (3) members and they do not agree on the award, the decision of any two (2) of them shall constitute the award of the Board and, if no two (2) of them agree on an award, then the decision of the Chairman shall constitute the award of the Board. In all cases, the award of the Board shall be final and binding on all parties. Each party to the arbitration shall pay half of the fees and expenses of the Chairman or single arbitrator and, when there is a three-man Board, all the fees and expenses of its nominee to the Board.

7.04 The time limits and any other procedural requirements set out in this Clause are mandatory and are not merely directory. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits shall be deemed to be settled on the last written communication by either party, and the written communication at the previous step shall be final and binding upon the parties and any employees affected by it. No matter may be submitted to arbitration which has not been properly carried through all specified previous steps of the grievance procedure within the time limits set out. Unless otherwise mutually agreed by both parties, both the Company and the Union shall be bound by these time limits.

7.05 The parties agree that, in the presentation of grievances at hearing, neither party will enter into evidence jurisprudence or case history that is not that which has been established by and between the parties.

ARTICLE 8: SENIORITY PROMOTIONS AND LAYOFFS

8.01 An employee's seniority is the length of his employment at the Company since his first date of hire with the Company or the date rehired after a seniority break as per 8.02...

8.02 An employee has a seniority break if:

- a) he voluntarily quits his employment with the Company;
- b) he is discharged and is not reinstated through the grievance procedure;
- c) i) he has ten (10) or less years of seniority with the Company, and he is laid off and either fails to respond to a recall, as provided in Section 8.03 hereof; or is not recalled within twelve (12) months of the date he is laid off;

ii) he has more than ten (10) years seniority with the Company, and he is laid off—and either fails to respond to a recall, as provided in Section 8.03 hereof; or is not recalled within eighteen (18) months of the date he is laid off;

- d) he is absent on any form of leave from work :
 - i) for a period of six (6) months in the case of employees with ten (10) or less years seniority with the Company.
 - ii) for a period of twelve (12) months in the case of employees with more than ten (10) years seniority with the Company.
- e) he is absent on any leave for less than six (6) months, fails either to return when his leave expires or to obtain an extension before its expiration; or
- f) he is absent from work without reporting to the Company within three (3) working days of his last attendance. It is recognized and agreed that under Plant Rules an employee who is absent without reporting to the Company within one (1) working day of his last attendance is subject to disciplinary action.

8.03 Notice of recall after layoff may be communicated directly to the employee, or may be mailed by Registered Post to the last address given by the employee to the Company. Upon the delivery of such notice, the employee (unless otherwise directed by the Company) shall within the next five (5) working days either report for work at the Company's plant or communicate or cause to be communicated to the Company an excuse for not so reporting and a date on which he will so report, both of which must be satisfactory to the Company.

8.04 The Company shall prepare and keep a current list showing the seniority of all employees under this Agreement. The Company shall maintain a copy on the plant bulletin board at all times.

8.05 In promotions, demotions and transfers, when qualifications and skill are equal, and in layoffs and rehiring, when qualifications and skill are sufficient, seniority shall be the determining factor. The decision of the Company as to skill shall govern, and in this context skill includes knowledge, ability, attitude, training, efficiency, productivity and reliability. Employees and Union should be given 5 days notice of planned layoffs.

8.07 The parties hereto agree that the layoff or discharge of a probationary employee shall be deemed to be a matter outside the scope of this agreement and shall not be a matter which may form the subject of a dispute between the parties, and shall therefore be neither grievable nor arbitrable.

8.08 All vacant positions within the Bargaining Unit shall be posted internally, and internal applicants shall be considered.

ARTICLE 9: WAGES

9.01 The Company shall pay the wage rates prescribed in Schedule "B" to this Agreement. Wages shall be paid fortnightly. Any employee who is laid off or who quits voluntarily shall be paid within two (2) working days.

Every employee shall meet privately at least once per year with his supervisor, to review his performance and his standing within classifications contained on Schedule "B." The review shall be summarized in writing, and signed by both the employee and supervisor. The employee shall bring to the attention of his supervisor any overdue reviews. The review shall normally be conducted within three (3) to six (6) months following the contract anniversary date.

9.02 The Company will maintain its Defined Contribution Pension Plan (DCPP).

Membership in the DCPP is voluntary and limited to employees with a minimum of one (1) year's seniority with the Company. Qualified employees will be eligible to register in the DCPP on the first day of the month, following the achievement of one (1) year's seniority.

Contributions to the DCPP will be a percentage of gross wages excluding Profit Sharing Plan payments, and the value of taxable benefits as follows:

By the Company

By the Employee

4.5%

4.5%

ARTICLE 10: HOURS OF WORK ETC.

10.01 The regular work week shall consist of forty (40) hours. Normally the hours of work shall be eight (8) hours per day, five (5) shifts per week Monday to Friday inclusive — and the normal hours of work for the day shift shall be 8.00 a.m. to 12.00 noon and 12.30 p.m. to 4.30 p.m. Any time worked on a Saturday, Sunday or statutory holiday or in excess of eight (8) hours during a twenty-four (24) hour period starting with the commencement of work or in excess of forty (40) regular hours per week shall be considered overtime, and shall be paid in the case of work in excess of twelve (12) hours per day or on a Sunday or a statutory holiday at the rate of double time — and in all other cases at the rate of time and one-half, except in the event of the following circumstances:

- a) such overtime involves travel to or from job sites away from the plant, in which case such overtime while travelling shall be paid at regular prescribed rates, except in the event that such travel overtime premiums can be and are charged to ABCO's customer, in which case the overtime shall be paid at the prescribed overtime rate premium; or
- b) such overtime involves air travel, in which case such hours of travel will be paid at regular prescribed rates to a maximum of eight (8) hours during a twenty-four (24) hour period starting with the commencement of work.

While it is recognized that overtime work, shift work and work away from the plant is necessary in the industry — as far as practical, the Company will avoid excessive overtime work and shift work, and will distribute such work and work away from the plant equitably among the employees. Whenever practical, the Company will give twenty-four (24) hours notice to employees who are required to work overtime, shift work or on work away from the plant. Consideration shall be given to employees who, due to legitimate personal reasons, find it difficult to work on a specific road job or an overtime assignment at the time the Company is assigning such work. The Union and the employees recognize the twenty-four (24) hours' notice is not always practical and, therefore, are prepared to undertake such work without prior notice when required.

10.02 Whenever the Company has more than one (1) shift per day, a shift premium of Seventy Five Cents (\$0.75) per hour shall be paid for work performed on the evening or night shift.

10.03 A ten (10) minute rest period at a time scheduled by the Company shall be provided to all employees during each four (4) hour regular working period and, also, during any evening three (3) hour overtime period.

10.04 Employees temporarily assigned to classifications with higher or lower hourly rates shall continue to be paid at their regular hourly rate during such temporary assignment.

10.05 Employees called into work outside their normal hours of work shall be paid a minimum of three (3) hours' pay, or their appropriate overtime rate for all hours worked — whichever is greater.

10.06 In accordance with the following rules and restrictions, an employee may elect to bank overtime and receive time off in lieu of the payment of overtime rates outlined in Article 10.01:

- a) an employee who wishes to make an election to bank overtime and receive time off in lieu of the payment of overtime rates shall submit his request, in writing, to the Manufacturing Manager in advance of working the overtime that he intends to bank.
- b) an employee may only elect to bank overtime and receive time off in lieu of the payment of overtime rates to a maximum of 80 hours in any one calendar year.
- c) an employee may only receive time off in half day (4 hour) increments.
- d) an employee who wishes to make an election to receive time off in lieu of the payment of overtime rates shall submit his request, in writing, to the Manufacturing Manager in advance of the working day(s) the employee wishes to take. The Manufacturing Manager may, at his sole discretion, reject or accept the employee's request. It is understood that banked time off will not normally be granted during times when the Company is working frequent overtime.
- e) in accordance with Article 10.01, employees shall bank overtime and receive time off in lieu of payment of the overtime rates at the rate of time and one-half or double time.
- f) an employee shall receive payment in full for all outstanding banked overtime by the last pay day of each calendar year. No employee shall carry over banked overtime that is earned in one calendar year to the next calendar year. An employee who wishes to make an election to receive payment in full for all banked overtime in lieu of time off shall submit his request, in writing, to the Manufacturing Manager at least one week in advance of the end of the pay period to receive such payment on the next pay; otherwise, payment will be made on subsequent payday.

10.07 In accordance with the following rules and restrictions, an employee may elect to deposit with the Company, overtime pay on a net after tax basis, all or any portion of their net overtime pay, as the employee chooses and advises the Company in writing.

- a) an employee who wishes to make an election to deposit net overtime pay must advise the Company in writing at least 3 full working days prior to the end of the pay period.
- b) an employee who wishes to withdraw cash from their deposit account may do so at any time but must advise the Company at least 3 full working days before the Company's next accounts payable direct payment processing date. Accounts payable direct processing is usually done on a weekly basis.
- c) the Company will provide the employee a statement of amounts on deposit as at June 30 and Dec 31 normally within 3 weeks of the period end. Additional monthly statements may be requested from time to time throughout the year.

ARTICLE 11: SAFETY AND SANITATION

11.01 The Company shall make all necessary provisions as required by the Occupational Health and Safety Act, and copies shall be posted throughout the plant.

11.02 The Company and the Union shall each appoint three (3) members to a joint committee on safety and productivity. The committee shall appoint its own alternating Co-Chairmen and Secretary. This committee shall meet monthly or, if necessary, more often at the call of the Chairman — and shall make such representations to the Company on safety and productivity as it from time to time deems appropriate.

11.03 It is mutually agreed that both parties hereto cooperate to the fullest possible extent towards prevention of accidents.

11.04 The Company will comply with all laws and regulations, including the Nova Scotia Health and Safety Act and the regulations therein with respect to air quality.

ARTICLE 12: HEALTH AND WELFARE

12.01 The Company shall continue its present programs on their present basis. Any increase in overall costs shall be financed 50 percent by the Company and 50 percent by the employees' contribution. It is understood that the employees' portion of the overall cost shall first be allocated to paying 100 percent of the required Long-Term Disability insurance premium.

During the period of a layoff of up to six (6) months, the Company will continue to fund 50 percent of the laid-off employees' Group Benefit program, provided the employee has made prior arrangements with the Company to fund their 50 percent of the cost. It is understood however that Long Term Disability benefit coverage expires after the initial three (3) months of layoff. In the event of a longer period of layoff, employees can be eligible for a subsequent six (6) months of Group Benefit coverage, excluding Long Term Disability benefits, with such cost to be fully paid by the employee.

ARTICLE 13: VACATIONS

13.01 All employees shall be entitled to the vacation benefits prescribed by the Labour Standards Code (Nova Scotia). In addition, employees with four (4) or more full calendar years of seniority shall be entitled to accrue three (3) weeks of vacation, with six (6) percent pay benefits — and employees with eleven (11) or more full calendar years seniority shall be entitled to accrue four (4) weeks of vacation, with eight (8) percent pay benefits. Also, employees who, in any year, receive vacation pay in lieu of vacation, either because they failed to qualify for a vacation or because they elected during a layoff to take pay in lieu of a vacation, may take up to two (2) weeks vacation without pay in such year. All employees shall take their vacations each year in accordance with a schedule settled by the Company but, to the extent that it can without prejudicing its operations, the Company shall schedule vacations at the times requested by the employees concerned. Employees should give at least two (2) weeks' advance notice of their requested vacation dates. However, employees entitled to three (3) or four (4) weeks vacation will not ordinarily be permitted to take more than two (2) of these weeks during the months of June, July, August and September. The T4 Income Tax Slips of the previous year's earnings, excluding Profit Sharing Plan payments and the value of taxable benefits, shall be used as the basis for computing Vacation Pay.

Vacation Pay shall be paid on normal pay days as vacation leave is taken. Vacation Pay will be remitted to the employee in blocks of one (1) week at a time to the extent that an employee has earned entitlement to Vacation Pay. However, employees who wish may use one (1) week of their vacation to be split up and taken one day at a time with pay. In extenuating financial circumstances, the Company will consider alternate payment arrangements on a case by case basis. Vacations are compulsory for all eligible employees, cannot be accumulated and are to be taken in the calendar year, following the year of accrual and — without written consent by the Company — vacations are not to be carried forward beyond the initial calendar year following the year of accrual.

Employees who are separated from the Company for any reason may, upon request, receive Vacation Pay due them at time of separation.

Any exceptions to the Vacation provisions above requires the written approval of the Company, Union and employees(s) involved.

ARTICLE 14: STATUTORY HOLIDAYS

14.01 Every employee shall, subject to his fulfilling the conditions hereinafter prescribed, be entitled to the following statutory holidays with pay either on the day they occur or, if they occur on a Saturday or Sunday, on such day or on the following Monday, at the option of the Company:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Heritage Day

... and one (1) additional Federally or Provincially proclaimed statutory holiday or one (1) floating holiday, if an additional Federal or Provincial statutory holiday is not proclaimed. During the term of the proposed contract, the floating holiday may be taken, at the discretion of the employee, on a day mutually agreed between the employee and the Company.

To be entitled to such holiday pay, an employee must have completed four (4) full calendar weeks in the employ of the Company and have worked the last working day preceding and the first working day following the holiday. Whenever the Company elects to treat the following Monday as the holiday, regular overtime rates rather than statutory holiday rates shall apply on the Saturday or Sunday.

ARTICLE 15: MISCELLANEOUS

15.01 Employees may apply for, and be granted, leaves of absence without pay for union or personal business when justified and, while the Company may not unreasonably refuse to grant such leave, refusal on the grounds of prejudice to the Company's operations shall not be deemed unreasonable. Also, no employee will be granted more than ten (10) days leave of absence in any calendar year to attend Union business.

15.02 Whenever an employee's father, mother, brother, sister, spouse or child dies, the employee shall if he first notifies the Company be granted up to five (5) working days off with pay between the date of death and the day following the date of the funeral for the purpose of attending the funeral. Whenever an employee's grandparents, father-in-law, mother-in-law, brother-in-law or sister-in-law dies, the employee shall if he first notifies the Company be granted one (1) working day off with pay for the purposes of attending the funeral.

15.03 The Company shall erect and maintain a plant notice board and permit the posting thereon of all union notices which have received the prior approval of the Company.

15.04 The Company shall post and maintain a copy of its plant rules on the plant notice board and shall make a copy of such rules available to the Union from time to time upon request.

15.05 When an employee is required to take a welding test to qualify for a classification in the Bargaining Unit, the Company shall pay the fees for the test.

15.06 Lead hands' bonus will be Seventy Five Cents (\$0.75) per hour above his own base pay rate. Charge hands' bonus will be One Dollar and Twenty Five Cents (\$1.25) per hour above his own base pay.

15.07 Installation supervisors in charge of installation of new or the major modification of existing equipment away from the plant (not intended to cover individuals doing general service or repair work on equipment away from the plant) will be paid an Installation Supervisor's premium of Two Dollars (\$2.00) per hour above their own base rate of pay.

15.08 Non-supervisory road crew will be paid a Road Crew premium of One Dollar (\$1.00) per hour above their own base rate of pay, when working on installation of new or the major modification of existing equipment away from the plant (including individuals doing

general service or repair work on equipment away from the plant) when such jobs are located outside Tannery Road Plant properties.

15.09 Unless and until other addresses are furnished for service of notice hereunder, the address of each of the parties hereto shall be as follows:

1) The Company:
ABCO Industries Inc.
81 Tannery Road
Lunenburg, NS BOJ 2C0
ATTENTION: S. Whynot

2) The Union
Unifor/MWF Local 1
63 Otter Lake Court
Halifax, NS B3S IMI

...and for all purposes hereunder there shall be a prima facie, but rebuttable presumption, that any notice mailed by Registered Post, return receipt requested, to a party at its address for service, either as herein provided, or as subsequently furnished, would be received two (2) business days after the day on which it is mailed. Nothing herein shall preclude the delivery of notices by means other than mailing.

15.10 Representatives of the Union and Management shall meet at intervals of two (2) months or as occasion demands, to exchange information on various matters which mutually affect the Union and the Company.

15.11 During each contract year — the Company will, upon request by the employee, cover one-half (1/2) of the purchase cost of up to three (3) pairs of Company supplied coveralls. The remaining one-half (1/2) of the cost is to be paid by the employee at the time of receiving each new pair of coveralls.

15.12 If an employee is required to work more than two (2) hours of overtime without notice being given at least on the previous day — the Company will reimburse the cost of a meal, upon the employee submitting a receipt to his supervisor for such meal to the limit of \$20.00 per occurrence.

15.13 Employees required to be away from home overnight while being involved in road work, will be provided a meal allowance to cover meals eaten while away at the rate of:

- 1) \$20.00 for each breakfast, if the employee was away from home the previous night on Company work;
- 2) \$25.00 for each lunch; and
- 3) \$35.00 for each supper, if the employee is away from home overnight while being involved in road work or if the employee arrives home after 6.30 p.m. from Company work.

15.14 A risk premium of One Dollar (\$1.00) above an employee's normal hourly rate will be paid to eligible employees. To be eligible for a risk premium, at least one of the following conditions must apply:

- a) the work is off-site and within a dangerous confined space for which a Confined Space Entry Permit is issued.
- b) the work is at heights often (10) ft. or more when fall arrest harnesses are worn.
- c) within a compost facility.
- d) a log of the eligible premium hours for each employee is approved by the Shop Supervisor prior to paying the risk premium.

15.15 The Company will, once per calendar year, refund eligible employees Three Hundred Dollars (\$300.00) of the purchase price of a pair of CSA approved safety boots. An eligible employee is an employee with a minimum of one (1) year's seniority. Reimbursement will be made following presentation of a proof of purchase of such work boots, provided the boots are worn by the employee in the performance of his work as an employee of the Company.

15.16 Advance notice will be given to employees prior to the conduct of welding tests. All employees deemed qualified by their Supervisor to participate in scheduled welding tests, will be given equal opportunity to participate in such welding tests.

15.17 A full-sized copy of this Collective Agreement will be made available to all members of the Bargaining Unit by the Company, following signing of the Collective Agreement.

15.18 The Company will, once per calendar year, refund eligible employees up to a maximum of Two Hundred Dollars (\$200.00) of the purchase price of tools required by the employee, to adequately perform his work at the Company. An eligible employee is an employee with a minimum of one (1) year's seniority. Reimbursements will be made, following presentation of a proof of purchase of such tools following the signing of this Agreement, provided the tools are used by the employee in the performance of his work as an employee of the Company.

15.19 Where there is a conflict between this Agreement and the Company's Employee Manual, this Agreement shall prevail.

15.20 All members of the Bargaining Unit with seniority are eligible to apply for entry into the Boat Builder certification program.

15.21 The Company shall make welding jackets available for employees to use while welding.

ARTICLE 16: TERM OF AGREEMENT

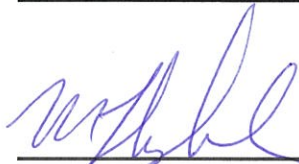
16.01 This Agreement shall be effective from October 15, 2022 to October 14, 2026.

Upon expiration of this Agreement — either party may give notice to negotiate changes. However, such notice must be given at least sixty (60) days prior to the expiration date and must be in writing, and must include proposed changes to the Collective Agreement. If such notice is not given by a party, indicating their wish to negotiate a new Agreement then this

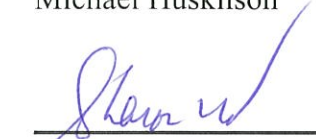
Agreement shall remain in effect for a further year and so on, until notice of at least sixty (60) days is given prior to the Agreement's anniversary date.

AGREED AT Lunenburg, N.S. on June 7, 2023.

For ABCO Industries Inc.



Michael Huskison




Sharon Whynot



Graham Gerhardt


For UNIFOR/MWF Local 1



Rodney Levy



Ben Lake



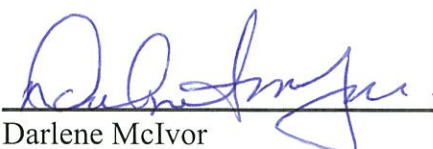
Ryan Goss



Adam Slaunwhite



Shannon Sampson



Darlene McIvor

SCHEDULE "A" TO THE COLLECTIVE LABOUR AGREEMENT DATED October 15, 2022 BY AND BETWEEN ABCO INDUSTRIES INC. AND UNIFOR/MWF LOCAL 1 (ABCO Unit) OF UNIFOR THE UNION

EXTRACT from Order No. 1725 of the Labour Relations Board (Nova Scotia) -

"THEREFORE, the Labour Relations Board (Nova Scotia) does hereby certify Industrial Union of Marine and Shipbuilding Workers of Canada, Local 25, Lunenburg, Lunenburg County, Nova Scotia the Bargaining Agent for a Bargaining Unit consisting of all hourly-rated employees of the Respondent engaged at its Tannery Road plant in Lunenburg, Lunenburg County, Nova Scotia, but excluding Foreman and above; Draftspersons; Field Servicemen; Estimators, Salesmen; Sales, Purchase and Accounting Staff; Shipper, and Office Janitor; and all other Office Employees; and those excluded by Clauses (i) and (ii) of Paragraph (j) of Section 1 of the Trade Union Act of Nova Scotia."

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) AT HALIFAX, THIS TWENTY-FOURTH DAY OF MARCH, 1971, AND SIGNED ON BEHALF BY THE CHIEF EXECUTIVE OFFICER.

SCHEDULE "B" TO THE COLLECTIVE LABOUR AGREEMENT DATED October 15, 2022 BY AND BETWEEN ABCO INDUSTRIES INC. AND UNIFOR/MWF LOCAL 1 (ABCO Unit) OF UNIFOR THE UNION

October 15, 2022 wages increase 5.00% across the board including a retroactive payment of wages for employees employed by ABCO as of the date of the signing of this agreement.

SCHEDULE OF WAGES

Classification

October 15, 2022

1) METAL FABRICATOR

a) Class 1	28.98 - 30.99
b) Class 2	26.92 – 28.97
c) Class 3	24.94 – 26.91
d) Class 4	15.00 - 24.93

2) MACHINIST

a) Class 1	28.28 - 30.99
b) Class 2	25.58 – 28.27
c) Class 3	15.00 – 25.57

3) SUPPORT TRADES

a) Class 1	28.28 - 30.99
b) Class 2	25.58 – 28.27
c) Class 3	15.00 – 25.57

4) GENERAL LABOURER

15.00 – 26.18

October 15, 2023 - The rates effective October 15, 2022 to increase by 4.00% across the board.

October 15, 2024 - The rates effective October 15, 2023 to increase by 3.60% across the board.

October 15, 2025 - The rates effective October 15, 2024 to increase by 3.00% across the board.