

SOURCE	CO.		
EFF.	97	11	03
TERM. No. of	99	12	31
NOMBRE EMPLOYÉS	570		
	JFC		

**AGREEMENT**

between

**McCoy Bros. Group**

Acting for

**McCoy Bros. Truck & RV**

**Accessories**

**Scona Truck & Trailer**

**McCoy Bros. Group**

**&**

**The McCoy Bros. Employees**

**Association**

**RECEIVED**  
**JUN 23 1998**

Effective Date: November 3, 1997

11665(01)

# AGREEMENT

Made this 3rd day of November A.D. 1997

between

McCoy Bros. Group, herein acting with respect to its  
branches  
in the City of Edmonton, in the Province of Alberta,  
known as McCoy Bros. Truck & R.V. Accessories,  
Scona Truck & Trailer, McCoy Bros. Group  
(hereinafter called "The Company")

OF THE FIRST PART

and

McCoy Bros. Group Employees Association  
(hereinafter called "The Association")

OF THE SECOND PART

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>	<b><u>Page</u></b>
1. Purpose .....	5
2. Relationship.....	6
3. Hours Of Work and Overtime .....	9
4. Wage Rates and Classifications.....	13
5. Welfare Benefits.....	17
6. Annual Vacation.....	18
7. Statutory Holidays.....	20
8. Seniority .....	23
9. Safety and Health.....	28
10. Equipment.....	29
11. Discharge or Suspension.....	30
12. Leave of Absence .....	32
13. Grievances.....	33
14. Arbitration .....	36
15. No Strike or Lockout.....	38
16. Association Security .....	39
17. Labour/Management Council.....	40
18. Duration.....	41

**TABLE OF CONTENTS**  
**(Alphabetically)**

<b>ARTICLE</b>	<b>Page</b>
6. Annual Vacation .....	18
14. Arbitration .....	36
16. Association Security .....	39
11. Discharge or Suspension.....	30
18. Duration.....	41
10. Equipment.....	29
13. Grievances.....	33
3. Hours Of Work and Overtime .....	9
17. Labour/Management Council .....	40
12. Leave of Absence .....	32
15. No Strike or Lockout.....	38
1. <b>Purpose</b> .....	5
2. <b>Relationship</b> .....	6
9. Safety and Health.....	28
8. Seniority .....	23
7. Statutory Holidays .....	20
4. Wage Rates and Classifications.....	13
5. Welfare Benefits.....	17

## ARTICLE 1 - PURPOSE

### **1.01 - Purpose**

To establish mutually satisfactory relations between Company and employees;  
To provide machinery for the prompt and equitable disposition of disputes and grievances of employees;  
To establish and maintain mutually satisfactory working conditions, hours of work, wages and benefits.

**ARTICLE 2 - RELATIONSHIP**

**2.01 - Bargaining Unit**

The Company recognizes the Association as the sole bargaining agent for the units of employees as described hereunder. McCoy Bros. Truck & R.V. Accessories, Scona Truck & Trailer, McCoy Bros. Group, McCoy Bros. Axle Division.

**2.01 - Representatives**

Representatives may be elected or appointed to fill a vacancy until the next election to represent members of the bargaining unit as follows:

- McCoy Bros. Truck & R.V. Accessories
  - one representative
- Scona Truck & Trailer
  - two representatives
- McCoy Bros. Axle Division
  - one representative
- McCoy Bros. Group
  - Service Dept.: one representative
  - Parts Dept.: one representative
  - Spring Shop: two representatives
  - Machine Shop: one representative

## **2.02 - Initiation Dues**

The Company agrees to require of each employee covered by the terms of this Agreement as a condition of employment, that each such employee pay firstly, an initiation fee from his first pay cheque and secondly, an amount equal to the monthly Association dues to the treasurer of the Association not later than the 15th of each month together with an accounting **of** the amounts deducted, and the Company agrees to deduct the regular monthly dues and forward same to the Treasurer aforesaid. The Association Executive will advise the Company of the monthly Association dues to be deducted.

## **2.03 - Function Of Management**

The Association agrees that it is the right **of** the Company to exercise the following functions of management, without limiting the generality thereof: the right to hire, transfer, promote, demote and determine qualifications of any employee to perform any work; designate the work to be performed by the employee and the **time or times an** employee is to work, subject to notification within twenty-four **(24)** hours of any change in time or times; determine and change job classifications and **job** content; determine and change products, schedules, locations and sequence of production and manufacture; introduce new methods and machines; contract out work.

## **2.04 - Rules**

The Company reserves the right to make **and** publish reasonable rules which are not inconsistent with the terms of this Agreement.



## **ARTICLE 3 - HOURS OF WORK AND OVERTIME**

### **3.01 - Work Week**

The work week will be consistent with Alberta Labour Standards and Regulations.

### **3.02 - Shift Hours (Saturdays)**

The Company reserves the right to alter shift hours at any branch in accordance with work demands or so as to increase productivity or efficiency as long as there is no conflict with Article 3.01. The Company agrees to consult with and provide 48 hours notice to the employees concerned prior to revising the shift hours at any branch covered by this Agreement. Except for skeleton parts service at **all** branches, there will be no normal Saturday schedule. The Company further agrees that in the event that economic circumstances require a change in this Saturday closing policy it will first consult with the Association.

### **3.03 - Hours Of Work**

Under Article 2.03, management has reserved the right to determine working hours.

### **3.04 - Work Day**

For all employees covered by this Agreement a day means the period from 2:00 o'clock a.m. of one day to 2:00 o'clock a.m. of the following day.

### **3.05 - Work Week**

For the employees covered by this Agreement, a week means the period ~~from~~ 2:00 o'clock a.m. Monday to 2:00 o'clock a.m. of the following Monday.

### **3.06 - Shift Trade**

Employees may be allowed to trade a full shift or any part of a shift with another employee provided that the trade is acceptable to the Company and prior approval has been secured. It is required that a written request from both employees involved be submitted to the immediate supervisor prior to the time ~~of~~ trade. It is understood that such exchange will not penalize the Company by requiring the payment ~~of~~ any overtime ~~or~~ premium pay.

### **3.07 - Call-Outs**

An employee called back to work after punching out and leaving the premises or called out **on** a Saturday or Sunday shall be paid at the rate of two **(2)** times the employee's straight time rate for the actual hours worked or the equivalent of four **(4)** hours at the employee's straight time rate whichever is the greater.

A call-out does not apply to voluntarily scheduled overtime Monday to Saturday inclusive or to assist in protecting Company property during emergency situations such as fire, flood or other similar disasters.

### **3.08 - Coffee Breaks**

On all working days there shall be a morning coffee break of fifteen **(15)** minutes and an afternoon coffee break of fifteen **(15)** minutes. For the night shift there shall be two **(2)** coffee breaks **of** fifteen **(15)** minutes each. Coffee breaks will be announced **by** sounding a buzzer. A second warning buzzer will sound at the 12 minute mark which will allow employees three **(3)** minutes to return to their work stations. The Company retains the right to set the time for coffee breaks.

---

### **3.09 - Overtime**

Overtime work for all employees shall be voluntary except in situations of extreme urgency or emergency. Whenever possible if overtime is required, an employee will be notified at least sixty (60) minutes prior to the end of the shift. **All** overtime shall be paid at the rate of time and one-half (1 1/2). The decision whether to give payment or compensatory time off for overtime shall be the choice of the Company. **All** other regulation's regarding compensatory time off shall be the same as labour standards.

**ARTICLE 4 - WAGE RATES AND  
CLASSIFICATIONS**

**4.01 - Wage Schedule**

The Company agrees to pay and the Association agrees to accept during the life of this Agreement the schedule of wages set forth in the Wage Appendix which is attached hereto and forms part of this Agreement subject to the provisions of Paragraph 18.01.

**4.01(a)**

Effective November 3, 1997 the schedule of wages in effect since May 5, 1997 shall be amended by increasing all classifications by six percent (6%) per hour.

**4.01(b)**

Effective January 4, 1999 the schedule of wages in effect since November 3, 1997 shall be amended by increasing all classifications by two percent (2%) per hour.

**4.01(c)**

Effective November 3, 1997, a new Machinist Specialist position will be created. The wage rate will be that of the Machinist Journeyman A rate plus (+) one dollar (\$1.00) per hour.

**4.01(d)**

Each employee in the apprenticeship trades shall be reclassified effective upon the date the apprentice successfully completes the required technical training and hours set out in the apprenticeship regulations.

**4.01(E)**

Effective the first working day of the first pay period of May and November of the term of this Collective Agreement, each person classified in the Job Group Special Duty or General Duty shall be reclassified upward not less than one-half classification provided such person has completed one year of service in the Job Group, since the last classification. Service will be determined by the Seniority List as provided in Article 4.01 of this Collective Agreement. Under the provisions of this section, only, no person shall be reclassified higher than class 4.0.

**4.01 (f)**

Each person in the job group Machine Operator shall be reclassified to the next higher classification on the first working day of July and of January of each year of this Collective Agreement subject to there being a vacancy in the basic establishment and subject to the person being qualified by tenure, ability and efficiency. The reclassification to Machine Operator A, B, or C shall only take place upon the successful completion of the company's written or oral examination, a vacancy in the basic establishment occurring and the person having the required tenure, efficiency and productivity.

**FF N L**

In addition to the rates set forth in the Schedule of Wages, the Company agrees to pay a shift differential of fifty (\$0.50) cents per hour for all hours worked on a shift in which half or more of the hours of that shift are worked after 5:00 p.m. For all hours worked after midnight in which half or more of the hours of that shift are worked after midnight, the Company agrees to pay a shift differential of sixty (\$0.60) cents per hour. Shift differential will not be included with the basic rates in computing overtime, premium time, vacation pay and pay for holidays not worked.

#### **4.03 - NEW CLASSIFICATIONS**

Should the Company during the life of this Agreement find it necessary to establish new permanent job classifications, not now covered by the Appendix to this Agreement, it is agreed that the wage rates for such classifications shall be determined by the company, provided however, that if the Association does not agree with the rate **as** established for a new job, it may, within thirty (30) days of the date of receiving the notice from the Company regarding the new rate, submit the matter of the appropriateness of the rate to arbitration pursuant to Article 14.

#### **4.04 - PAY DAYS**

The Company will **pay** wages every second Friday. The Company will provide a direct deposit facility for all employees.



## **ARTICLE 5 - WELFARE BENEFITS**

### **5.01 - Group Plan**

The company agrees to pay **fifty** (50) percent of the cost of the following group benefits: Alberta Health Care Insurance, extended medical insurance, life insurance, weekly indemnity, long term disability and dental plan.

### **5.02 - Bereavement Leave**

To assist permanent employees who may suffer an interruption of pay during a period of bereavement through the loss of a member of the immediate family, the Company will provide payment to a maximum of three (3) working days lost, at a rate equivalent to **our** insurance plan sick benefits. Immediate family will be considered **as:** spouse, children, father, mother, brother(s), sister(s), employee & spouse's grandparents, in-laws (father, mother, brother(s), sister(s)). To qualify **the** employee must be living with his spouse at the time. For the purpose of calculation **of** work days lost, the bereavement period will include the day of the funeral, the day immediately preceding the funeral **and** the day immediately following the funeral. To qualify for a bereavement claim, employee must attend the funeral.

## **ARTICLE 6 - ANNUAL VACATION**

### **6.01 - Annual Vacation**

Employees will be eligible for vacations **as** follows:

- a) in accordance with the Alberta Labour Act and regulations thereunder.
- b) 3 weeks - after attaining five (**5**) consecutive years of service, employees shall be eligible for three (**3**) weeks vacation, to be granted at such times as are mutually satisfactory to the Company and the employee.
- c) 4 weeks - after attaining fourteen (**14**) consecutive years of service, in 1998 and then after attaining thirteen (**13**) consecutive years **of** service in 1999, employees shall be eligible for four (**4**) weeks vacation to be granted at such times **as** are mutually satisfactory to the Company and the employee.
- d) Vacation pay will be paid when the employee takes vacation.

### **6.02 - Vacation Period**

As far **as** possible, employees shall be granted their choice of vacation periods on a seniority basis but the right to allot vacation periods **is** reserved by the Company in order to assure efficient and continuous operation of the plant.

### **6.03**

Vacations are not cumulative and cannot be substituted **or** exchanged unless **by** written mutual agreement with the employees concerned and the Company. Exchanges or substitutions shall only be granted by the Company in very special cases.

### **6.04 - Vacation Rates**

Vacation pay shall be based on four **(4%)** percent or six **(6%)** percent or **(8%)** percent **as** the case may be of the employee's regular earnings but in no event shall the vacation pay be less than that provided for in the Alberta Labour Act and regulations thereunder.

## **Article 7 - STATUTORY HOLIDAYS**

### **7.01**

The Company will recognize the following holidays:

New Year's Day  
Good Friday  
Thanksgiving Day  
Victoria Day  
Remembrance Day  
Canada Day  
Christmas Day  
Civic Holiday  
Boxing Day  
Family Day  
Labour Day

Any holidays no longer recognized under the Employment Standards Code will no longer be recognized under this Collective Agreement.

### **7.02 - Statutory Pay**

Where a statutory holiday, or any of the holidays herein before referred to in this Agreement, occurs on an employee's regularly scheduled **work** day or on **an** employee's scheduled day off, he shall be paid at his regular straight time pay for eight (8) hours.

### **7.03**

Where any of the above holidays falls on a Saturday or Sunday, the said holiday will be celebrated in accordance with the accepted custom in the community; that is to say, it will be observed either on the day upon which the holiday falls or alternately on either the Friday before or Monday thereafter. The Company will give not less than seven day's notice in advance of the holiday **as** to the day upon which the holiday will be observed.

### **7.04 - Work on Holidays**

When an employee is required to work on a holiday, he shall be paid in addition to the holiday pay above provided, one and one-half (1 1/2) times the rate of the classification of the work performed for the hours actually worked on such holiday.

### **7.05 - Failure to Work**

Employees who fail to **work** when required to do so for emergency reasons on a Company recognized holiday without just cause will not be paid for such holiday. An "emergency" and "just cause" shall be determined by the Association and the Company but in the event of disagreement, the matter shall be subject to arbitration **as** hereinafter provided.

### **7.06 - Absent**

An employee who is absent without permission or justifiable reason on either his scheduled work shift before or his scheduled work shift after a Company recognized holiday will not be paid for such holiday.

### **7.07 - Qualification For Statutory Holidays**

Employees shall be entitled to all Statutory Holidays after thirty (30) days employment except for Civic Holiday and Boxing Day; employees shall be entitled to the two aforementioned holidays after completing their probationary period of employment.

## **ARTICLE 8 - SENIORITY**

### **8.01 - Seniority List**

The Company agrees to establish and post an Edmonton system seniority list covering each of the general trades of the employees covered in this Agreement whenever it is required.

### **8.02 - Probationary Period**

Seniority of employees shall be established after a probationary period of ninety (90) days from the date of employment and, if the employee is found to be satisfactory after said probation period, seniority shall count from the date of employment. The aforesaid probationary period may be extended by the company for an additional period of one (1) month providing written notice of the reason for the extension is given to the employee. Seniority shall be maintained and accumulated during:

1. Absence due to lay-off not exceeding a period of twelve **(12)** months
2. Sickness or accident for a period not exceeding twelve **(12)** months
3. Termination of an employee during his/her probationary period shall not be subject to Articles 13 and 14.

### **8.03 - Transfer**

1. The transfer of an employee from one branch to another shall not affect his placement on the seniority list.
2. If an employee transfers because of position elimination, he shall be offered the **first** opportunity to return to position when it **is** re-opened.
3. **If** an employee is bumped by reason of seniority, he will be offered the first **opportunity** to return to that classification.

### **8.04 - Lay-Off**

In the event of lay-off or recall, the factors of ability, competence and efficiency shall be considered and, where these factors are relatively equal, the employee with the most seniority shall be the last to be laid off and the first to be recalled.



## 8.05 - Seniority Termination

An employee shall lose all seniority if he:

- 1) Voluntarily quits;
- 2) Is discharged and not reinstated under grievance procedure;
- 3) Overstays a leave of absence without justifiable reason determined by the Association and Company;
- 4) Is laid-off for a period of twelve (12) months or longer;
- 5) Is absent from work for three (3) working days without notifying the Company unless it is not physically possible to notify the Company;
- 6) After being recalled from a lay-off in his original classification, fails to return to work within four (4) working days after having been called by the Company by telephone at the last address appearing on the Company records, or, it he fails to give an explanation accepted by the Company within two (2) working days after having been called to return within the four (4) working day period.

### **8.06 - Job Vacancies**

In the case of job vacancies, the Company shall post such job vacancies on bulletin boards at each branch for a period of five (5) days and where the ability, (including attitude where such is relevant **to** the job) competence and efficiency of those applying for the job are approximately equal, the employee with the greatest seniority shall be given preference for the job. The Company shall be entitled to hire someone who is not then an employee of the Company to fill the job in the event that all of those persons who applied for the job, as a result of the aforesaid job posting procedure, are not qualified for the job.

### **8.07 - Work Shortage**

In the event **of** a work shortage **or** a reduction of operations, the Company and the Association shall consult for the purpose of considering the shortening of working hours and/or work week as an alternative to laying off employees.

### **8.08 - Seniority/Overtime**

Overtime work must be offered to employees by order of seniority subject to the following conditions:

- 1) Employee must be employed by the branch and the specific department.
- 2) Employee must be within the same trade and classification for which overtime is required.
- 3) Preference **will** be given first to the employee **or** employees already working on the job.
- 4) Ability, competence and efficiency for the specific nature of the work shall be considered.
- 5) Availability and willingness of the employee **to** comply with the conditional requirements of the overtime work.

## **ARTICLE 9 - SAFETY AND HEALTH**

### **9.01 - Safety**

The Company shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Company will cooperate with the Association in investigating health and safety conditions and will carefully consider **any** recommendations made by the Association in respect thereto. The Association will cooperate in maintaining the Company's rules regarding health and safety. However, any employee who refuses to carry out an assignment of work on the grounds that an unsafe condition exists shall not be penalized unless it is proven that no such unsafe condition exists.

### **9.02 - Washrooms**

The company agrees to provide suitable washroom facilities for the employees in each branch.

### **9.03 - Workers' Compensation**

Where there **is** a Workers' Compensation payment involved by reason of accident, the company will pay for the balance of any shift lost to the workers by reason of the accident for that day.

## **ARTICLE 10 - EQUIPMENT**

### **10.01 - Tools, Gloves Etc.**

The Company agrees to standardize in all its branches its policy with respect to supplying small tools and equipment to employees such as creepers, trouble lights, fender covers, seat covers, gloves and goggles and so on and agrees to reasonably maintain the same. Gloves will be provided for employees at no charge. Welding gloves will be supplied to welders upon recommendation of the supervisor. During the term of this Agreement, employees will pay fifty (50%) percent of total cost of coverall service. On personal protective equipment, the Company will pay 50% of safety hardex lens and/or custom fit hearing protectors and/or work boots to a maximum of sixty-five (\$65.00)dollars total in a two (2) year period.

### **10.02 - Small Tools**

The employees shall be required to furnish their hand tools if they are employed to perform work that requires the use of the same.

## **ARTICLE 11 - DISCHARGE OR SUSPENSION**

### **11.01 - Complaint on Discharge**

In all cases of complaints arising out of discharge or suspension, written notice of such complaint must be filed directly with the branch manager by the employee or his representative within five (5) working days after the discharge or suspension. The branch manager will make his decision known within four (4) working days of receipt of the grievance, excluding holidays and days off. Failing a satisfactory solution the grievance shall go to **Step 3** of the grievance procedure as outlined in Article 13.01.

### **11.02 - Consultation**

An employee shall have the right to consult with his Association representative for fifteen (15) minutes prior to leaving the premises when discharged or suspended.

### **11.03 - Discharge**

The Company reserves the right to discharge or suspend any employee for just cause, subject to the terms and conditions of the agreement.

#### **11.04 - Outside Work**

It shall be considered just cause for immediate discharge for an employee to solicit or perform work for compensation of the character performed by the Company in any other than the Company's place of business, except as may be directed by the Company.

---

## **ARTICLE 12 - LEAVE OF ABSENCE**

### **12.01 - Leave of Absence**

When an employee's personal affairs make it necessary for an employee to be relieved temporarily of his duties, leave of absence may be granted by the Company for good and sufficient reason. Any leave of absence so granted shall be without pay and no loss of seniority shall result, provided such absence is of less than three (3) month's duration.



## **ARTICLE 13 - GRIEVANCES**

### **13.01 - Grievances**

Should any dispute or grievance arise between the Company and its employees relating to this Agreement or should an employee feel that he has been unjustly dealt with by the Company, there shall be no suspension of work on account of such dispute and the dispute or grievance shall be resolved in the following manner:

**Step 1:** Any grievance, whether affecting one or more employees, shall be submitted, in writing on a standard grievance form which is attached hereto and made part of this Agreement, to the branch foreman within five (5) working days of the occurrence of the act causing grievance. The branch foreman will give his decision to the Association within two (2) working days of receipt of the grievance, excluding holidays and days off.

**Step 2:** Failing a satisfactory solution of the grievance in Step 1, a member of the Association Executive shall submit the grievance to the branch manager within two (2) working days of receipt of the reply in Step 1. The branch manager will make known his decision within seven (7) working days of receipt of the grievance, excluding holidays and days off.

**Step 3:** Failing a satisfactory solution of the grievance in Step 2, either party may submit the dispute to arbitration within twenty-one (21) calendar days of receipt of the decision of the branch manager in Step 2. In the event that either party to the grievance fails to process the grievance in the times stipulated in any of the steps outlined above, this party shall be deemed to have conceded the dispute to the other party.

### **13.02**

If at any step in dealing with a dispute or grievance, an agreement is reached, a note or memorandum in writing of the agreement reached shall be made and signed by the representative of the Company and by the employee or employees as well as by the representatives (if any) of the Association who were present at the time when the agreement was reached. Any agreement so reached shall be final and binding on all concerned in connection with the dispute or grievance.

---

**13.03**

Time spent by an Association representative during his regular, scheduled working shift with Company officials in the processing of any grievance under this Agreement shall be considered as **time** worked and shall be paid **for** at the employee's regular rate of pay ~~as~~ herein provided.

**13.04**

All steps and time limits as set out in the grievance procedure and the subsequent arbitration procedure shall be considered directory and not mandatory.

## **ARTICLE 14 - ARBITRATION**

### **14.01**

Where a difference exists between the two parties relating to the interpretation, application or administration of this Agreement, and with respect of any contravention or alleged contravention thereof, either of the parties may, within twenty-one (21) calendar days of exhausting any grievance procedure established by this Agreement, notify the other party in writing of its intention to submit the difference to arbitration. Such intention shall be submitted, in writing, addressed to the other party of this Agreement and shall contain nomination of an arbitrator. Within seven (7) calendar days thereafter, the other party will nominate its choice as arbitrator. The two arbitrators so nominated shall meet immediately and if, within seven (7) calendar days of their first meeting, they have failed to settle the grievance, they shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon the choice of such a chairman within a further period of twenty-four (24) hours, they may then request the Director of Mediation to appoint a chairman.

### **14.02**

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Agreement nor to alter, modify or amend any part of this Agreement. Neither shall the Arbitrators have the authority to add or delete from the provisions of this Agreement.

#### **14.03**

Each of the parties to this Agreement shall bear equally the expense of Arbitrators appointed and the parties will jointly bear the expense, if any, of the Chairman.

#### **14.04**

In the case of an arbitration involving discipline, the Arbitration Board shall **have** the power to vary the discipline of the Company in such a manner **as** it considers just and equitable.

**ARTICLE 15 - NO STRIKE OR  
LOCKOUT**

**15.01**

The parties agree that there will be no lockout or strike action including work to rule, slow down or other interference or interruption of work during the life of this Agreement.

## **ARTICLE 16 - ASSOCIATION SECURITY**

### **16.01**

Every employee who is now or hereafter becomes a member of the Association shall maintain membership in the Association as a condition of employment and every new employee employed within the bargaining unit shall apply for and maintain membership in the Association as a condition of employment.

## **ARTICLE 17 - LABOUR/MANAGEMENT COUNCIL**

### **17.01**

The Company agrees to institute a Labour/Management Council comprising two members from the bargaining unit and two members from management to discuss, at intervals of not less than three months, issues of mutual interest. Each **party** will provide the other with an agenda of any items to be discussed at least five (**5**) days prior to the meeting.

### **17.02**

The Company will, through its Directors or appointed representatives, meet with the Executive members of the Association at such times **as** may be necessary for the consideration of matters of mutual interest. Time spent by employees in such conference shall be without loss of regular scheduled time or pay.



## **ARTICLE 18 - DURATION**

### **18.01**

This Agreement shall become effective on the 3rd day of November 1997 and shall remain in full force and effect from that date until the 31st day of December A.D., 1999 and from year to year thereafter unless either party gives notice of its desire to terminate the Agreement. Such notice must be given not less than sixty (**60**) days prior to the termination of the Agreement. The terms of this Agreement will continue during any negotiations concerning same until fourteen (**14**) days after a vote to accept or reject a Mediation Officer's recommendation.

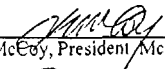
### **18.02**

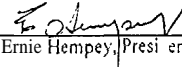
The Association agrees that the Company may wind-up into and become fully integrated with McCoy Bros. Inc. and the Association and the Company agree that if this occurs, this Agreement shall be deemed to have been fully assigned from the Company to McCoy Bros. Inc. and it shall remain in full force and effect and binding on McCoy Bros. Inc. ~~as~~ if McCoy Bros. Inc. had been an original signatory to this Agreement.


Dated at the City of Edmonton, in the Province of Alberta, this  
3rd day of November, 1997

McCoy Bros. Group

McCoy Bros. Group Employees'  
Association

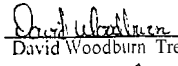
  
T. McCoy, President McCoy Bros.

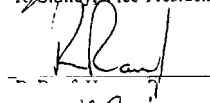
  
Ernie Hempey, President Br. 6

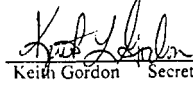
  
E. Brown, Vice-President  
E. Brown, Vice-President

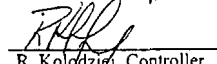
Eric Williams, Vice-President Br. 6

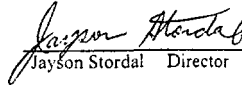
  
R. Smyth, Vice-President

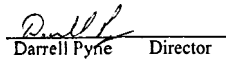
  
David Woodburn, Treasurer Br. 6

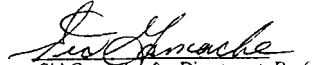
  
R. Kauf, Manager

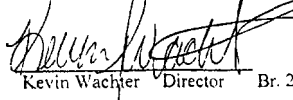
  
Keith Gordon, Secretary Br. 3

  
R. Kolodziej, Controller  
R. Kolodziej, Controller

  
Jayson Stordal, Director Br. 6

  
Darrell Pyne, Director Br. 3

  
Sid Gamache, Director Br. 6

  
Kevin Wachter, Director Br. 2

  
Rajesh Varma, Director Br. 6

# Grievance Report

No. \_\_\_\_\_

Date: \_\_\_\_\_ Department: \_\_\_\_\_

Grievance Initiated By: \_\_\_\_\_

Nature of Grievance (a statement of the circumstances surrounding the grievance complaint):

---

---

---

---

---

---

\_\_\_\_\_  
Signature:  
Association Representative

\_\_\_\_\_  
Signature: Employee

## **Formal Procedure To Follow**

---

Step 1: A grievance must be submitted to the branch foreman in writing on a grievance form within five (5) working days of the occurrence of the act causing the grievance.

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Branch Foreman's Signature

Step 2: The branch foreman must give his decision to the Association within two (2) working days of receipt of the grievance excluding holidays and days off.

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Association Representative's  
Signature

Step 3: Failing a satisfactory solution of the grievance, the Association Executive shall submit the grievance to the branch manager within two (2) working days of receipt to the branch foreman's reply.

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Branch Manager's Signature

## **Formal Procedure To Follow(cont)**

**Step 4:** The branch manager will make known his decision within seven (7) working days of receipt of the grievance excluding holidays and days off.

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Association Representative's  
Signature

**Step 5:** Failing a satisfactory solution of the grievance, either party may submit the dispute to arbitration within twenty-one (21) calendar days of receipt of the branch manager's decision.

Action taken by management to provide a solution to the grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Formal Procedure To Follow (cont)**

The Association Executive hereby accepts the solution offered by management of the Company:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Association Representative's  
Signature

\_\_\_\_\_  
Date

-----  
**Head Office Use Only:**

Grievance received by \_\_\_\_\_ on behalf of  
McCoy Bros.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

TRADE CLASSIFICATIONS												
Code	Trade	Journeyman					Apprentice Class					
		A	B	C	4.5	4	3.5	3	2.5	2	1.5	60
MEC	Mechanic	100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$19.77	\$19.29	\$18.82	\$18.34	\$17.86	\$16.91	\$15.90	\$14.95	\$13.99	\$13.04	\$12.09
WEL	Welder	100%	97.50%	95%	XX	XX	92.50%	90%	82.50%	75%	67.50%	60%
		\$19.77	\$19.29	\$18.82	\$0.00	\$0.00	\$18.34	\$17.86	\$16.38	\$14.95	\$13.52	\$12.09
MAC	Machinist	100%	97.50%	95%	90%	85%	80%	75%	70%	65%	60%	55%
		\$20.19	\$19.72	\$19.19	\$18.23	\$17.23	\$16.27	\$15.26	\$14.31	\$13.30	\$12.35	\$11.40
SPM	Spring Maker	100%	97.50%	95%	90%	85%	80%	75%	70%	65%	60%	55%
		\$14.95	\$14.58	\$14.26			\$13.52	\$12.77	\$12.08	\$11.34	\$10.65	\$9.96
PTW	Parts Person	100%	97.50%	95%	XX	XX	90%	85%	80%	75%	70%	65%
		\$14.95	\$14.58	\$14.26			\$13.52	\$12.77	\$12.08	\$11.34	\$10.65	\$9.96

NON-TRADE CLASSIFICATIONS												
Code	Job Group	Special Rating					Class					
		A	B	C	4.5	4	3.5	3	2.5	2	1.5	60
MOP	Machine Operator	100%	97.50%	95%	91%	87.50%	83.50%	80%	76%	72%	68.50%	65%
		\$16.27	\$15.85	\$15.48	\$14.84	\$14.31	\$13.67	\$13.09	\$12.51	\$11.87	\$11.29	\$10.70
SDP	Special Duty	100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.5%
		\$13.99	\$13.67	\$13.30	\$12.67	\$12.30	\$11.98	\$11.66	\$11.29	\$10.97	\$10.65	\$10.33
GDP	General Duty	100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.5%
		\$13.09	\$12.77	\$12.46	\$11.82	\$11.50	\$11.18	\$10.87	\$10.55	\$10.23	\$9.91	\$9.59

**Grandfather  
Job Classifications and Wage Structure**

Effective: Nov 3, 1997

**TRADE CLASSIFICATIONS**

Code	Trade	Journeyman					Apprentice Class					
		A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	Mechanic	100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.30	\$19.82	\$19.29	\$18.82	\$18.34	\$17.33	\$16.32	\$15.37	\$14.36	\$13.36	\$12.40
		100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.30	\$19.82	\$19.29	\$18.82	\$18.34	\$17.33	\$16.32	\$15.37	\$14.36	\$13.36	\$12.40
		100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.30	\$19.82	\$19.29	\$18.82	\$18.34	\$17.33	\$16.32	\$15.37	\$14.36	\$13.36	\$12.40
WEL	Welder	100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.30	\$19.82	\$19.29	\$18.82	\$18.34	\$17.33	\$16.32	\$15.37	\$14.36	\$13.36	\$12.40
		100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.30	\$19.82	\$19.29	\$18.82	\$18.34	\$17.33	\$16.32	\$15.37	\$14.36	\$13.36	\$12.40
MAC	Machinist	100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.72	\$20.19	\$19.72	\$18.71	\$17.70	\$16.70	\$15.69	\$14.68	\$13.67	\$12.67	\$11.66
		100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.72	\$20.19	\$19.72	\$18.71	\$17.70	\$16.70	\$15.69	\$14.68	\$13.67	\$12.67	\$11.66
		100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.72	\$20.19	\$19.72	\$18.71	\$17.70	\$16.70	\$15.69	\$14.68	\$13.67	\$12.67	\$11.66
SPM	Spung Maker	100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$18.66	\$18.18	\$17.76	\$16.85	\$15.90	\$15.00	\$14.10	\$13.20	\$12.30	\$11.40	\$10.45
		100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$18.66	\$18.18	\$17.76	\$16.85	\$15.90	\$15.00	\$14.10	\$13.20	\$12.30	\$11.40	\$10.45
		100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$18.66	\$18.18	\$17.76	\$16.85	\$15.90	\$15.00	\$14.10	\$13.20	\$12.30	\$11.40	\$10.45
PTW	Parts Person	100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$15.37	\$15.00	\$14.63	\$0.00	\$0.00	\$0.00	\$13.89	\$13.14	\$12.40	\$11.66	\$10.92
		100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$15.37	\$15.00	\$14.63	\$0.00	\$0.00	\$0.00	\$13.89	\$13.14	\$12.40	\$11.66	\$10.92

**NON-TRADE CLASSIFICATIONS**

Code	Job Group	Special Rating					Class					
		A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	Machine Operator	100%	97.50%	95%	91%	87.50%	83.50%	80%	76%	72%	68.50%	65%
		\$16.70	\$16.27	\$15.85	\$15.21	\$14.68	\$14.05	\$13.46	\$12.83	\$12.14	\$11.61	\$11.07
		100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$16.70	\$16.27	\$15.85	\$15.21	\$14.68	\$14.05	\$13.46	\$12.83	\$12.14	\$11.61	\$11.07
		100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$16.70	\$16.27	\$15.85	\$15.21	\$14.68	\$14.05	\$13.46	\$12.83	\$12.14	\$11.61	\$11.07
SDP	Special Duty	100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$14.36	\$14.05	\$13.67	\$12.99	\$12.61	\$12.30	\$11.93	\$11.61	\$11.24	\$10.92	\$10.54
		100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$14.36	\$14.05	\$13.67	\$12.99	\$12.61	\$12.30	\$11.93	\$11.61	\$11.24	\$10.92	\$10.54
		100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$14.36	\$14.05	\$13.67	\$12.99	\$12.61	\$12.30	\$11.93	\$11.61	\$11.24	\$10.92	\$10.54
GDP	General Duty	100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$13.41	\$13.09	\$12.77	\$12.14	\$11.82	\$11.50	\$11.13	\$10.81	\$10.49	\$10.18	\$9.86
		100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$13.41	\$13.09	\$12.77	\$12.14	\$11.82	\$11.50	\$11.13	\$10.81	\$10.49	\$10.18	\$9.86



Effective: Jan 4, 1999

**NEW SERIES**  
**Job Classifications and Wage Structure**

**TRADE CLASSIFICATIONS**

Code	Trade	Journeyman					Apprentice Class					
		A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	Mechanic	100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.17	\$19.68	\$19.20	\$18.71	\$18.22	\$17.25	\$16.22	\$15.25	\$14.27	\$13.30	\$12.33
WEL	Welder	100%	97.50%	95%	XX	XX	92.50%	90%	82.50%	75%	67.50%	60%
		\$20.17	\$19.68	\$19.20	\$0.00	\$0.00	\$18.71	\$18.22	\$16.71	\$15.25	\$13.79	\$12.33
MAC	Machinist	100%	97.50%	95%	90%	85%	80%	75%	70%	65%	60%	55%
		\$20.59	\$20.11	\$19.57	\$18.59	\$17.57	\$16.60	\$15.57	\$14.60	\$13.57	\$12.60	\$11.57
SPM	Spring Maker	100%	97.50%	95%	90%	85%	80%	75%	70%	65%	60%	55%
		\$18.54	\$18.05	\$17.63	\$16.71	\$15.84	\$14.92	\$14.06	\$13.14	\$12.22	\$11.35	\$10.43
PTW	Parts Person	100%	97.50%	95%	XX	XX	90%	85%	80%	75%	70%	65%
		\$15.25	\$14.87	\$14.55	\$0.00	\$0.00	\$13.79	\$13.03	\$12.32	\$11.57	\$10.86	\$10.11

**NON-TRADE CLASSIFICATIONS**

Code	Job Group	Special Rating					Class					
		A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	Machine Operator	100%	97.50%	95%	91%	87.50%	83.50%	80%	76%	72%	68.50%	65%
		\$16.60	\$16.17	\$15.79	\$15.14	\$14.60	\$13.94	\$13.35	\$12.76	\$12.11	\$11.52	\$10.93
SDP	Special Duty	100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$14.27	\$13.94	\$13.57	\$12.92	\$12.55	\$12.22	\$11.89	\$11.52	\$11.19	\$10.86	\$10.49
GDP	General Duty	100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$13.35	\$13.03	\$12.71	\$12.06	\$11.73	\$11.40	\$11.09	\$10.76	\$10.43	\$10.11	\$9.78

*BR*

Effective: Jan 4, 1999

**Grandfather  
Job Classifications and Wage Structure**

<b>TRADE CLASSIFICATIONS</b>												
Code	Trade	Journeyman					Apprentice Class					
		A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	Mechanic	100%	97.50%	95%	92.50%	90%	85%	80%	75%	70%	65%	60%
		\$20.71	\$20.22	\$19.68	\$19.20	\$18.71	\$17.68	\$16.65	\$15.68	\$14.65	\$13.63	\$12.65
WEL	Welder	100%	97.50%	95%	XX	XX	92.50%	90%	82.50%	75%	67.50%	60%
		\$20.71	\$20.22	\$19.68	\$0.00	\$0.00	\$19.20	\$18.71	\$17.19	\$15.68	\$14.17	\$12.65
MAC	Machinist	100%	97.50%	95%	90%	85%	80%	75%	70%	65%	60%	55%
		\$21.13	\$20.59	\$20.11	\$19.08	\$18.05	\$17.03	\$16.00	\$14.97	\$13.94	\$12.92	\$11.85
SPM	Spring Maker	100%	97.50%	95%	90%	85%	80%	75%	70%	65%	60%	55%
		\$19.03	\$18.54	\$18.12	\$17.19	\$16.22	\$15.30	\$14.38	\$13.46	\$12.55	\$11.63	\$10.70
PTW	Parts Person	100%	97.50%	95%	XX	XX	90%	85%	80%	75%	70%	65%
		\$15.68	\$15.30	\$14.92	\$0.00	\$0.00	\$14.17	\$13.40	\$12.65	\$11.89	\$11.14	\$10.38

<b>NON-TRADE CLASSIFICATIONS</b>												
Code	Job Group	Special Rating					Class					
		A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	Machine Operator	100%	97.50%	95%	91%	87.50%	83.50%	80%	76%	72%	68.50%	65%
		\$17.03	\$16.60	\$16.17	\$15.51	\$14.97	\$14.33	\$13.73	\$13.09	\$12.38	\$11.84	\$11.24
SDP	Special Duty	100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$14.65	\$14.33	\$13.94	\$13.25	\$12.86	\$12.55	\$12.17	\$11.84	\$11.46	\$11.14	\$10.71
GDP	General Duty	100%	97.50%	95%	90%	87.50%	85%	82.50%	80%	77.50%	75%	72.50%
		\$13.68	\$13.35	\$13.03	\$12.38	\$12.06	\$11.73	\$11.35	\$11.03	\$10.70	\$10.38	\$10.04