

# **AGREEMENT**

**between**

**McCoy Bros. Inc.**

Acting for

**Scona Truck & Trailer**

**McCoy Bros. Inc.**

**FARR Canada Ltd.**

**&**

**The McCoy Bros. Employees  
Association**

**Effective Date: January 1, 2000**

# AGREEMENT

Made this **1st** day of January **A.D. 2000**  
between  
**McCoy Bros. Inc.**, herein acting with respect to its  
branches  
in the City of Edmonton, in the Province of  
Alberta, known as  
**Scona Truck & Trailer, McCoy Bros. Inc.,**  
**FARR Canada Ltd.**  
(hereinafter called "**The Company**")

**OF THE FIRST PART**

and

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

**OF THE SECOND PART**

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## 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. **Scona Truck & Trailer, McCoy Bros. Inc., FARR Canada Ltd.**

### **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:

**Scona Truck & Trailer**

- three representatives

**FARR Canada Ltd**

- one representative

**McCoy Bros. Inc.**

- Service Dept.: one representative
- Parts Dept.: one representative
- Spring Shop: two representatives
- Axle Department: 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 **15<sup>th</sup>** 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 confliction 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 regulations 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 January 3, 2000 the schedule of wages in effect since January 4, 1999 shall be amended by increasing all classifications by 4% per hour.

**4.01(b)**

Effective January 1, 2001 the schedule of wages in effect since January 3, 2000 shall be amended by increasing all classifications by 3% per hour.

**4.01(c)**

Effective January 7, 2002 the schedule of wages in effect since January 1, 2001 shall be amended by increasing all classifications by 4% per hour,

**4.01(d)**

Effective January 3, 2000 the **Partsman** Journeyman "A" rate will be increased to eighty-five percent (85%) of the Mechanic Journeyman "A" rate.

**4.01(e)**

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(f)**

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(g)**

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

8.01 of this Collective Agreement. Under the provisions of this section, only, no person shall be reclassified higher than class 4.0.

#### **4.01 (h)**

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.

#### **4.02 - SHIFT DIFFERENTIAL**

In addition to the rates set forth in the Schedule of Wages, the Company agrees to pay a shift differential of seventy-five (**\$0.75**) cents **per** hour in the years 2000 and 2001 and **eighty-five (\$0.85)** cents per hour in the year 2002 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 one dollar (**\$1.00**) cents per hour in the **first 2**

years and one dollar & twenty-five cents (\$1.25) per hour in the third year of the contract. 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 - Pension Plan**

Employees are eligible to make personal contributions to the company Group **RRSP** Plan and it is up to the employees to determine the amount they wish to contribute.

### **5.03 - 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 at regular wages for up to a maximum of:

- a) **five (5)** working days for loss of spouse or children
- b) **three (3)** working days for loss of father, mother, brother(s), sister(s), employee's and spouse's grandparents, in-laws (father, mother, brother(s), sister(s)).

To qualify the employee must be living with his spouse at the time. 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 twelve **(12)** consecutive years of service in **2000** and then after attaining eleven **(11)** consecutive years of service in **2001** and then after attaining ten **(10)** consecutive years of service in **2002**, 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 **100%** of safety **hardex** lens and/or custom fit hearing protectors and/or work boots to a maximum of sixty-five (**\$65.00**) dollars per year in each of the first two years of the contract. Maximum of one hundred (**\$100.00**) will be paid in the third year. Also **carry-over** of one year will be allowed for claiming funds..

### **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.



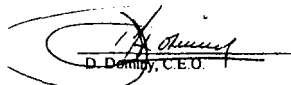
## **ARTICLE 18 - DURATION**

### **18.01**

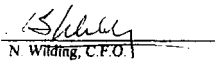
This Agreement shall become effective on the 1<sup>st</sup> day of January A.D., 2000 and shall remain in full force and effect **from** that date until the 31<sup>st</sup> day of December A.D., 2002 and from year to year thereafter unless either party gives notice of its desire to terminate the Agreement. 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.

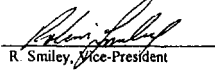
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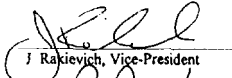
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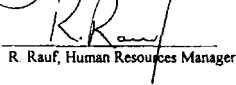
  
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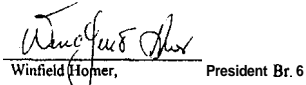
  
McCoy, President & C.O.O.

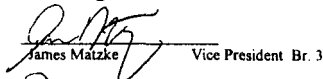
  
N. Wilding, C.F.O.

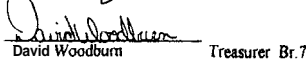
  
R. Smiley, Vice-President

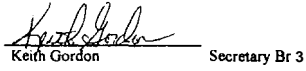
  
J. Rakievich, Vice-President


  
R. Rauf, Human Resources Manager

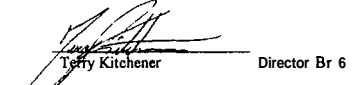
  
Winfield Horner, President Br. 6

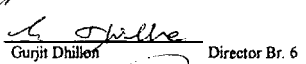
  
James Matzke, Vice President Br. 3

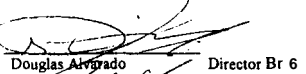
  
David Woodburn, Treasurer Br. 7

  
Keith Gordon, Secretary Br. 3

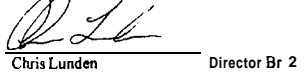
  
Kris Ganpatt, Director Br. 6

  
Terry Kitchener, Director Br. 6

  
Gurjit Dhillon, Director Br. 6

  
Douglas Alvarado, Director Br. 6

  
Robert Key, Director Br. 3

  
Chris Lunden, Director Br. 2

# Grievance Report

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

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

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

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

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

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

## **Formal Procedure To Follow**

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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)**

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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:

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## **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: \_\_\_\_\_

**NEW SERIES**

**Job Classifications and Wage Structure**

Effective January 3, 2000

TRADE CLASSIFICATIONS

**Journeyman**

**Apprentice Class**

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	MECHANIC	100.0%	97.5%	95.0%	92.5%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.
		\$20.98	\$20.47	\$19.97	\$19.46	\$18.95	\$17.94	\$16.67	\$15.86	\$14.84	\$13.83	\$12.
WEL	WELDER	100.0%	97.5%	95.0%			92.5%	90.0%	82.5%	75.0%	67.5%	60.
		\$20.98	\$20.47	\$19.97			\$19.46	\$18.95	\$17.38	\$15.86	\$14.34	\$12.
MAC	MACHINIST	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.
		\$21.41	\$20.91	\$20.35	\$19.33	\$18.27	\$17.26	\$16.19	\$15.18	\$14.11	\$13.10	\$12.
SPM	SPRINGMAKER	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.
		\$19.28	\$18.77	\$18.34	\$17.38	\$16.47	\$15.52	\$14.62	\$13.67	\$12.71	\$11.80	\$10.
PTW	PARTSPERSON	100.0%	97.5%	95.0%			90.0%	85.0%	80.0%	75.0%	70.0%	65.
		\$17.83	\$17.38	\$16.93			\$16.04	\$15.14	\$14.26	\$13.36	\$12.47	\$11.

NON-TRADE CLASSIFICATIONS

**Special Rating**

**Class**

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	MACHINE OPERATOR	100.0%	97.5%	95.0%	91.0%	87.5%	83.5%	80.0%	76.0%	72.0%	68.5%	65.
		\$17.26	\$16.82	\$16.42	\$15.75	\$15.18	\$14.50	\$13.88	\$13.27	\$12.59	\$11.98	\$11.
SDP	SPECIAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.
		\$14.84	\$14.50	\$14.11	\$13.44	\$13.05	\$12.71	\$12.37	\$11.98	\$11.64	\$11.29	\$11.
GDP	GENERAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.
		\$13.88	\$13.55	\$13.22	\$12.54	\$12.20	\$11.86	\$11.53	\$11.19	\$10.85	\$10.51	\$11.

BR —

**GRANDFATHER**

Job **Classifications** and Wage **Structure**

Effective January 3, 2000

TRADE CLASSIFICATIONS

Journeyman

Apprentice Class

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	MECHANIC	100.0%	97.5%	95.0%	92.5%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%
		\$21.54	\$21.03	\$20.47	\$19.97	\$19.46	\$18.39	\$17.32	\$16.31	\$15.24	\$14.18	\$13.13
WEL	WELDER	100.0%	97.5%	95.0%			92.5%	90.0%	82.5%	75.0%	67.5%	60.0%
		\$21.54	\$21.03	\$20.47			\$19.97	\$19.46	\$17.88	\$16.31	\$14.74	\$13.13
MAC	MACHINIST	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.0%
		\$21.98	\$21.41	\$20.91	\$19.84	\$18.77	\$17.71	\$16.64	\$15.57	\$14.50	\$13.44	\$12.37
SPM	SPRINGMAKER	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.0%
		\$19.79	\$19.28	\$18.84	\$17.88	\$16.87	\$15.91	\$14.96	\$14.00	\$13.05	\$12.10	\$11.15
PTW	PARTS PERSON	100.0%	97.5%	95.0%			90.0%	85.0%	80.0%	75.0%	70.0%	65.0%
		\$18.30	\$17.85	\$17.39			\$16.47	\$15.56	\$14.64	\$13.73	\$12.81	\$11.90

NON-TRADE CLASSIFICATIONS

Special **Rating**

Class

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	MACHINE OPERATOR	100.0%	97.5%	95.0%	91.0%	87.5%	83.5%	80.0%	76.0%	72.0%	68.5%	65.0%
		\$17.71	\$17.26	\$16.82	\$16.13	\$15.57	\$14.90	\$14.28	\$13.61	\$12.88	\$12.31	\$11.64
SDP	SPECIAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.0%
		\$15.24	\$14.90	\$14.50	\$13.78	\$13.37	\$13.05	\$12.66	\$12.31	\$11.92	\$11.59	\$11.26
GDP	GENERAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.0%
		\$14.23	\$13.88	\$13.55	\$12.88	\$12.54	\$12.20	\$11.80	\$11.47	\$11.13	\$10.80	\$10.47





NEW SERIES  
Job **Classifications** and Wage Structure

Effective January 1, 2001

TRADE CLASSIFICATIONS

Journeyman

**Apprentice Class**

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	MECHANIC	100.0%	97.5%	95.0%	92.5%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%
		\$21.61	\$21.08	\$20.57	\$20.04	\$19.52	\$18.48	\$17.37	\$16.34	\$15.29	\$14.25	\$13.21
WEL	WELDER	100.0%	97.5%	95.0%			92.5%	90.0%	82.5%	75.0%	67.5%	60.0%
		\$21.61	\$21.08	\$20.57			\$20.04	\$19.52	\$17.90	\$16.34	\$14.77	\$13.21
MAC	MACHINIST	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.0%
		\$22.06	\$21.54	\$20.96	\$19.91	\$18.82	\$17.78	\$16.68	\$15.64	\$14.54	\$13.50	\$12.46
SPM	SPRINGMAKER	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.0%
		\$19.86	\$19.34	\$18.89	\$17.90	\$16.97	\$15.98	\$15.06	\$14.08	\$13.09	\$12.16	\$11.17
PTW	PARTSPERSON	100.0%	97.5%	95.0%			90.0%	85.0%	80.0%	75.0%	70.0%	65.0%
		\$18.36	\$17.90	\$17.44			\$16.52	\$15.60	\$14.69	\$13.76	\$12.84	\$11.92

NON-TRADE CLASSIFICATIONS

Special Rating

**Class**

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	MACHINE OPERATOR	100.0%	97.5%	95.0%	91.0%	87.5%	83.5%	80.0%	76.0%	72.0%	68.5%	65.0%
		\$17.78	\$17.32	\$16.91	\$16.22	\$15.64	\$14.93	\$14.30	\$13.67	\$12.97	\$12.34	\$11.71
SDP	SPECIAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.5%
		\$15.29	\$14.93	\$14.54	\$13.84	\$13.44	\$13.09	\$12.74	\$12.34	\$11.99	\$11.63	\$11.27
GDP	GENERAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.5%
		\$14.30	\$13.96	\$13.61	\$12.92	\$12.57	\$12.21	\$11.88	\$11.53	\$11.17	\$10.83	\$10.48



GRANDFATHER  
 Job **Classifications and Wage Structure**  
 Effective January 1, 2001

TRADE CLASSIFICATIONS

Journeyman

Apprentice Class

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	MECHANIC	100.0% \$22.18	97.5% \$21.66	95.0% \$21.08	92.5% \$20.57	90.0% \$20.04	85.0% \$18.94	80.0% \$17.84	75.0% \$16.80	70.0% \$15.69	65.0% \$14.60	60.0% \$13.55
WEL	WELDER	100.0% \$22.18	97.5% \$21.66	95.0% \$21.08			92.5% \$20.57	90.0% \$20.04	82.5% \$18.41	75.0% \$16.80	67.5% \$15.18	60.0% \$13.55
MAC	MACHINIST	100.0% \$22.63	97.5% \$22.06	95.0% \$21.54	90.0% \$20.44	85.0% \$19.34	80.0% \$18.24	75.0% \$17.14	70.0% \$16.04	65.0% \$14.93	60.0% \$13.84	55.0% \$12.74
SPM	SPRINGMAKER	100.0% \$20.38	97.5% \$19.85	95.0% \$19.41	90.0% \$18.41	85.0% \$17.37	80.0% \$16.35	75.0% \$15.40	70.0% \$14.42	65.0% \$13.44	60.0% \$12.46	55.0% \$11.46
PTW	PARTS PERSON	100.0% \$18.85	97.5% \$18.38	95.0% \$17.91			90.0% \$16.97	85.0% \$16.03	80.0% \$15.08	75.0% \$14.14	70.0% \$13.20	65.0% \$12.25

NON-TRADE CLASSIFICATIONS

Special Rating

Class

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	MACHINE OPERATOR	100.0% \$18.24	97.5% \$17.78	95.0% \$17.32	91.0% \$16.61	87.5% \$16.04	83.5% \$15.35	80.0% \$14.71	76.0% \$14.02	72.0% \$13.26	68.5% \$12.68	65.0% \$12.04
IDP	SPECIAL DUTY	100.0% \$15.69	97.5% \$15.35	95.0% \$14.93	90.0% \$14.19	87.5% \$13.78	85.0% \$13.44	82.5% \$13.04	80.0% \$12.68	77.5% \$12.28	75.0% \$11.93	72.5% \$11.53
IDP	GENERAL DUTY	100.0% \$14.65	97.5% \$14.30	95.0% \$13.96	90.0% \$13.26	87.5% \$12.92	85.0% \$12.57	82.5% \$12.16	80.0% \$11.82	77.5% \$11.46	75.0% \$11.12	72.5% \$10.78

NEW SERIES  
Job **Classifications** and Wage **Structure**  
Effective January 7, 2002

TRADE **CLASSIFICATIONS**

Journeyman

Apprentice Class

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	MECHANIC	100.0%	97.5%	95.0%	92.5%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%
		\$22.47	\$21.92	\$21.39	\$20.84	\$20.30	\$19.22	\$18.07	\$16.99	\$15.90	\$14.82	\$13.74
WEL	WELDER	100.0%	97.5%	95.0%			92.5%	90.0%	82.5%	75.0%	67.5%	60.0%
		\$22.47	\$21.92	\$21.39			\$20.84	\$20.30	\$18.62	\$16.99	\$15.36	\$13.74
MAC	MACHINIST	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.0%
		\$22.94	\$22.40	\$21.80	\$20.71	\$19.57	\$18.49	\$17.35	\$16.27	\$15.12	\$14.04	\$12.96
SPM	SPRINGMAKER	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.0%
		\$20.65	\$20.11	\$19.64	\$18.62	\$17.65	\$16.62	\$15.66	\$14.64	\$13.61	\$12.64	\$11.65
PTW	PARTSPERSON	100.0%	97.5%	95.0%			90.0%	85.0%	80.0%	75.0%	70.0%	65.0%
		\$19.09	\$18.62	\$18.14			\$17.18	\$16.22	\$15.27	\$14.32	\$13.36	\$12.41

NON-TRADE **CLASSIFICATIONS**

Special **Rating**

Class

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	MACHINE OPERATOR	100.0%	97.5%	95.0%	91.0%	87.5%	83.5%	80.0%	76.0%	72.0%	68.5%	65.0%
		\$18.49	\$18.01	\$17.59	\$16.87	\$16.27	\$15.53	\$14.87	\$14.22	\$13.49	\$12.83	\$12.17
SDP	SPECIAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.5%
		\$15.90	\$15.53	\$15.12	\$14.39	\$13.98	\$13.61	\$13.25	\$12.83	\$12.47	\$12.10	\$11.74
GDP	GENERAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.5%
		\$14.87	\$14.52	\$14.16	\$13.44	\$13.07	\$12.70	\$12.35	\$11.99	\$11.62	\$11.26	\$10.90

BR

GRANDFATHER  
 Job **Classifications** and Wage Structure  
 Effective January 7, 2002

**TRADE CLASSIFICATIONS**

Journeyman Apprentice **Class**

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MEC	MECHANIC	100.0%	97.5%	95.0%	92.5%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%
		\$23.07	\$22.53	\$21.92	\$21.39	\$20.84	\$19.70	\$18.55	\$17.47	\$16.32	\$15.18	\$14.0
WEL	WELDER	100.0%	97.5%	95.0%			92.5%	90.0%	82.5%	75.0%	67.5%	60.0%
		\$23.07	\$22.53	\$21.92			\$21.39	\$20.84	\$19.15	\$17.47	\$15.79	\$14.0
MAC	MACHINIST	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.0%
		\$23.54	\$22.94	\$22.40	\$21.26	\$20.11	\$18.97	\$17.82	\$16.68	\$15.53	\$14.39	\$13.2
SPM	SPRINGMAKER	100.0%	97.5%	95.0%	90.0%	85.0%	80.0%	75.0%	70.0%	65.0%	60.0%	55.0%
		\$21.20	\$20.65	\$20.19	\$19.15	\$18.07	\$17.04	\$16.02	\$15.00	\$13.98	\$12.96	\$11.9
PTW	PARTS PERSON	100.0%	97.5%	95.0%			90.0%	85.0%	80.0%	75.0%	70.0%	65.0%
		\$19.61	\$19.12	\$18.63			\$17.65	\$16.67	\$15.69	\$14.71	\$13.73	\$12.7

NON-TRADE CLASSIFICATIONS

Special Rating Class

Code	Trade	A	B	C	4.5	4	3.5	3	2.5	2	1.5	1
MOP	MACHINE OPERATOR	100.0%	97.5%	95.0%	91.0%	87.5%	83.5%	80.0%	76.0%	72.0%	68.5%	65.0
		\$18.97	\$18.49	\$18.01	\$17.28	\$16.68	\$15.96	\$15.30	\$14.58	\$13.79	\$13.19	\$12.1
SDP	SPECIAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.5
		\$16.32	\$15.96	\$15.53	\$14.76	\$14.33	\$13.98	\$13.56	\$13.19	\$12.77	\$12.41	\$11.1
GDP	GENERAL DUTY	100.0%	97.5%	95.0%	90.0%	87.5%	85.0%	82.5%	80.0%	77.5%	75.0%	72.5
		\$15.24	\$14.87	\$14.52	\$13.79	\$13.44	\$13.07	\$12.64	\$12.29	\$11.92	\$11.56	\$11.1