

COLLECTIVE AGREEMENT

OWEN G. CARNEY LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

Duration: May 1, 2005 To April 30, 2008

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MEMORANDUM OF SETTLEMENT

BETWEEN

OWEN G. CARNEY LTD.

(hereinafter referred to as the "Company")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

WITNESSETH: that the Parties hereto agree as follows:

**PURPOSE**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of settling differences and misunderstandings which might arise; to further, to the fullest extent possible, the safety and welfare of the employees; economy of the operation, quality of work done, and protection of property; and to elevate the Industry to the highest possible degree.

It is recognized by this Agreement to be the duty of the Employer and the Union to co-operate fully for the advancement of the aforesaid conditions.

For the purpose of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

**ARTICLE 1 - BARGAINING AGENT RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole representative of and bargaining agent for all employees employed in each and any classification contained in this Collective Agreement and who work at and from any location.
- 1.02 No employee shall be asked, and no employee shall offer to make, a written or verbal agreement and/or contract with the Employer inconsistent with or in variance with the terms of this Agreement.

**ARTICLE 2 - EMPLOYER'S RIGHTS**

- 2.01 The Union agrees that it is the exclusive right of the Employer, subject to the terms and conditions of this Agreement, to conduct its business in all respects in accordance with its obligations and responsibilities inclusive of the right to manage the jobs, relocate, extend, curtail or cease operations; to perform or contract work, providing the Employer shall not sub-contract bargaining unit work, as contained in Article 3.08 of this Collective Agreement; to establish types and amounts of equipment to be used; establish schedules and to judge

the qualifications of employees, not in conflict with Articles of this Collective Agreement; and to maintain discipline and efficiency.

- 2.02 The Union agrees that it is the exclusive right of the Employer to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline an employee. However, this clause shall not deprive the employee of the right to exercise a grievance procedure as outlined in this Agreement.
- 2.03 The Union agrees that it is the exclusive right of the Employer to make and alter, from time to time, and enforce rules of conduct and procedure to be observed by the employees.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union by reason of their failure to pay the periodic dues, assessments, and initiation fees uniformly required to be paid by all members of the Trade Union, the Employer shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Employer is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Employer in the event of subsequent proceedings being brought against the Employer for such discharge.
- 3.02 The Employer shall hand each new employee a Union membership card and a dues deduction card. The employee shall complete said cards and return them to the Employer. The Employer shall submit the Union membership card to the Union, and shall retain the dues authorization card on the employees' file.
- 3.03 The Employer will provide new employee(s) with the Shop Steward's name(s) and phone numbers. The Employer will also provide the shop steward(s) with the new employee's name(s).
- 3.04 The Employer shall deduct such fees and dues as provided by the Union on the first (1st) pay period of the month and submit said monies to the Union before the twenty-fifth (25th) day of the month in which said monies were deducted. The Employer shall submit the Initiation Fees to the Union by separate cheque.
- 3.05 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Employer for all such deductions and remissions when in accordance with Union instructions.
- 3.06 The Employer shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 3.04 above.
- 3.07 Every motor vehicle and every piece of equipment, whether owned by the Employer or leased by the Employer utilized in the performance of work covered by any classification contained in this Collective Agreement shall be operated and maintained by a member of

the Bargaining Unit, with the exception that any bargaining unit work may be performed in accordance with Article 3.08.

- 3.08 The current practice of Owen Carney performing bargaining unit work shall continue. The Assistant General Manager shall be limited to performing a maximum of two (2) hours of bargaining unit work per day providing all scheduled employees are working.
- 3.09 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to circumvent or cross a picket line recognized by the Union, or to refuse to perform any or all duties arising from the Employer's discretion to circumvent a picket line.
- 3.10 Sub-contracting of bargaining unit work shall only occur where it is made necessary by reason of a lack of equipment or manpower. No employee shall be laid off by reason of contracting out.
- 3.11 The Employer shall ensure it has at least one employee employed with a valid survival first aid ticket.
- 3.12 The Employer shall indemnify and save and hold harmless any employee, who is a member of the Union, in its employ from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings and judgments provided such claims are attributable to or caused by any negligent actions or omissions by any employee while working within the scope of his employment and further, the Employer agrees to pay any and all legal costs and disbursements from and against any claims, demands, costs, damages, actions, suits, proceedings and judgments against any employee who is a member of the Union provided that such employee co-operates fully with the Employer in defending such claims, demands, costs, damages, actions, suits, proceedings and judgments. Further, the conduct of such claims, demands, costs, damages, actions, suits, proceedings and judgments shall be within the sole discretion of the Employer.

#### **ARTICLE 4 - HOURS OF WORK AND SHIFTS**

- 4.01 The standard working shift for all employees shall be:
  - (a) eight (8) hours work within eight and one-half (8-1/2) consecutive hours and shall be worked in five (5) posted consecutive days of the week, or
  - (b) ten (10) hours work within ten and one-half (10-1/2) consecutive hours and shall be worked in four (4) posted consecutive days of the week.
- 4.02 The Employer shall post as many "posted shifts" as required to carry out its business.
- 4.03 An employee who reports for work at the request of the Employer, shall be paid a minimum of:
  - (a) Employees working the eight (8) hour shift:
    - (i) a minimum of four (4) hours at the regular rate of pay on straight time days.

- (ii) a minimum of four (4) hours at the overtime rate of pay on scheduled days off and/or General Holidays.
  - (b) Employees working the ten (10) hour shift:
    - (i) a minimum of five (5) hours at the regular rate of pay for the day.
    - (ii) a minimum of five (5) hours at the overtime rate of pay on scheduled days off and/or General Holidays.
  - (c) Spare Drivers/Employees: All spare drivers/employees who report to work at the request of the Employer shall be paid a minimum of five (5) hours call-out at straight time, except General Holidays where overtime will be applicable.
    - (i) if the employee works in excess of five (5) hours, he shall be guaranteed eight (8) hours' work.
    - (ii) if the employee works in excess of eight (8) hours, he shall be paid at the overtime rate except when the employee is working a ten (10) hour shift in which case overtime will apply after ten (10) hours.
    - (iii) in instances where a spare driver/employee has worked less than forty (40) hours by the fourth (4th) day of the week, such spare driver/employee shall be given opportunity to work on the fifth (5th) day of the week before a more junior spare driver/employee, in order to obtain forty (40) straight time hours for the week. In such occurrences as stated in this section, all daily guarantees, as contained elsewhere in this Collective Agreement shall not be applicable.
    - (iv) All known shifts will be offered by 5:00 p.m. in the day prior.
- 4.04 All hours worked beyond the hours shown in 4.01 shall be paid at the overtime rate of pay.
- 4.05 Employees who are required to perform work of any kind during their lunch period shall be deemed to be working and shall be paid for their lunch period. The current practice will continue however each individual employee will identify the break schedule for their specific route. Any changes or amendments must be advised in advance and any daily deviations must be reported on the route sheet.
- 4.06 A schedule shall be posted on the Bulletin Board on the Employer's premises. This schedule shall contain the name of each posted employee, his starting and quitting times and his days off each week.
- 4.07 Where an employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the employee arrives as directed and is then told to start at a later time instead, the employee shall be paid from the time he reported for work originally directed by the Employer.
- 4.08 The week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.

- 4.09 A shift commencing on one (1) day and continuing into the next day, shall be considered as work performed on the day on which the shift commences.
- 4.10 An employee shall have at least eight (8) consecutive hours rest after he has completed a shift. Should he choose to work overtime, his rest period would be reduced by the number of hours so worked. If an employee is called into work without having had eight (8) consecutive hours rest, he shall be paid at the overtime rate of pay until he has had the said eight (8) consecutive hours rest.
- 4.11 Employees returning to work after one (1) or more days of absence shall give notice of return to work to the Dispatcher on duty before 12:00 noon of the working day preceding the first (1st) day back to work.
- 4.12 When an employee who is regularly scheduled to work forty (40) hours in a work week, finds that, as a result of shift changes caused by lay-offs and/or job postings, he is unable to obtain eighty (80) hours of regularly scheduled work within a two (2) week period, such employee may, at his sole discretion, waive his consecutive days off to maintain an eighty (80) hour pay period.

#### 4.13 SHIFTS

DAY SHIFT: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 5:00 a.m. and 11:59 a.m.

AFTERNOON SHIFT: The afternoon shift shall be described as the second (2nd) shift of the day and such shift shall be scheduled to start between the hours of 12:00 noon and 8:59 p.m.

GRAVEYARD SHIFT: The graveyard shift shall be described as the third (3rd) shift of the day and such shift shall be scheduled to start between the hours of 9:00 p.m. and 4:59 a.m.

### **ARTICLE 5 - OVERTIME RATES AND PREMIUM RATES**

#### 5.01 OVERTIME

All overtime shall be authorized by a Manager or Chargehand and paid as follows:

- (a) All employees working the ten (10) hour shift shall be paid one and one-half (1½) times their hourly rate of pay for all hours worked in excess of ten (10) hours up to eleven (11) hours on any one day.
- (b) All employees working the ten (10) hour shift shall be paid two (2) times their hourly rate of pay for all hours worked in excess of eleven (11) hours on any one day.
- (c) For employees on the ten (10) hour shift all hours worked on the fifth (5th) day of the week shall be paid at one and one-half (1½) times their hourly rate of pay.
- (d) For employees on the ten (10) hour shift, all hours worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of the week shall be paid at two (2) times their hourly rate of pay.

- (e) All employees working the eight (8) hour shift shall be paid one and one-half (1½) times their hourly rate of pay for all hours worked in excess of eight (8) hours up to eleven (11) hours on any one day.
  - (f) All employees working the eight (8) hour shift shall be paid two (2) times their hourly rate of pay for all hours in excess of eleven (11) hours on any one day.
  - (g) For employees on the eight (8) hour shift all hours worked on the sixth (6<sup>th</sup>) day of the week shall be paid at one and one-half (1½) times their hourly rate of pay up to eight (8) hours. After eight (8) hours on the sixth day, all hours worked will be paid at two (2) times their hourly rate of pay.
  - (h) For employees on the eight (8) hour shift all hours worked on the seventh (7<sup>th</sup>) day of the week shall be paid at two (2) times their hourly of pay.
- 5.02 For all hours worked on a General and/or Proclaimed holiday named in Article 8.01, an employee shall be paid at the appropriate overtime rate times his regular rate of pay in addition to any other compensation the employee may be entitled to pursuant to Article 5.05.
- 5.03 (a) Overtime will be awarded to senior employees who have signed the overtime list in accordance with article 5.04. In the event there are insufficient volunteers to perform overtime work, the overtime work shall be assigned to the employee(s) with the least amount of seniority on the seniority list who have the qualifications, skill and ability to perform the work available.
- (b) In the event that unscheduled overtime work is deemed necessary by the Employer, this unscheduled overtime shall first be offered to the driver directly affected. If all employees at that base of operations with the qualifications, skill and ability to perform the work required refuse the overtime, the junior employee at that base of operations with the qualifications, skill and ability to perform the work required shall work the required overtime. The employer shall not unreasonably deem overtime work as being necessary.
- 5.04 Where an employee wishes to apply for overtime, he shall sign the list posted by the Employer. Should the employee wish to remove his name from the list, he shall remove his name and sign it from this list. The employee should also ensure the Employer has an up-to-date phone number where he may be contacted.

Should the overtime work be scheduled from a base of operation other than the home base, the employee will be paid when the shift commences from the base of operation. If the Employer requires the employee to operate a company vehicle while in transit from home base to base of operation, the shift will commence from the home base.

The Union recognizes that the Employer operates from two bases of operation, namely, Squamish and Whistler. The "home base" of each employee is the base of operation at which he holds his job posting.

- 5.05 Employees shall be paid the following premiums:

- (a) For all hours worked on the second (2nd) shift of the day with an additional fifty cents (50¢) per hour to be paid.
- (b) For all hours worked on the third (3rd) shift of the day an additional fifty cents (50¢) per hour to be paid.
- (c) For all hours worked on Saturday and Sunday the employee shall receive an additional twenty-five cents (\$.25) per hour.
- (d) The Chargehand shall be paid an additional one dollar and fifty cents (\$1.50) per hour.
- (e) The driver of a truck with a trailer attached shall be paid an additional fifty cents (\$.50) per hour.
- (f) For all hours worked while in a "confined space", an additional five dollars (\$5.00) per hour will be paid.

## **ARTICLE 6 - CLASSIFICATIONS**

- 6.01 **PROBATIONARY EMPLOYEES:** as defined by Article 10.01, shall receive the rate of pay applicable to the classification in which they are hired, less two dollars (\$2.00) per hour.
- 6.02 **TRUCK DRIVER:** is an employee who operates and is required to drive a number of pieces of equipment such as a Front Load truck, roll-off truck, Tractor Trailer, hiab, garbage truck, or a portable-toilet pump truck.
- 6.03 **UTILITY MAN:** is an employee who is primarily directed by the dispatch office or chargehand. His duties shall include driving service vehicles (bin truck and/or one ton hiab), assisting drivers, assisting senior mechanic, servicing portable toilets, operating the pressure washer/steam cleaner, grinding bins, painting, and other general duties as directed by the dispatch office. When servicing portable toilets with a portable-toilet pump truck, he shall be paid the Truck Driver wage rates.
- 6.04 **SPARE DRIVER/EMPLOYEE:** A spare driver/employee is required to fill job vacancies that occur within the Bargaining Unit due to illness, vacation, or any other short-term absence and/or any job requirements the employer may have. They must have the appropriate qualifications, skills and ability to fill the job.
- 6.05
  - (a) **SENIOR MECHANIC:** is an employee who possesses the skills and ability to oversee the operation of the maintenance shop and to repair and maintain the Employer's equipment, including the ability to weld and paint equipment as required. There shall be only one senior mechanic employed at any one time.
  - (b) **CERTIFIED MECHANIC:** is an employee who possesses a Journeyman Mechanic Certificate (T.Q.) and possesses the skills to repair and maintain trucks and other mechanical equipment.
- 6.06 **APPRENTICE:** is an employee who shall be "indentured" under the Apprenticeship Plan of B.C. and works under the direction of the Senior Mechanic. The apprentice performs work that the senior mechanic directs him to do.

- 6.07 (a) **MECHANIC/WELDER:** is an employee who possesses the skills to repair and maintain the Employer's equipment including welding and fabricating.
- (b) **CERTIFIED WELDER:** is an employee who holds a B.C. welding certificate or better and possesses the skills to weld and fabricate as necessary.
- 6.08 **CHARGEHAND:** is an employee who shall assist management in co-ordinating work at a base of operations. The Chargehand shall not take disciplinary action against an employee. The Chargehand must be capable of carrying out field operational maintenance and shall supply tools for the maintenance. The Whistler Chargehand will be paid straight time for traveling from Squamish base to Whistler base. Chargehands required to be on standby on their regular days off shall receive a premium of \$25.00 for each such day.
- 6.09 **FLUSH TRUCK OPERATOR:** The Flush Truck Operator is an employee who possesses the skills and ability to operate the flush truck and all flushing equipment in a safe manner.
- 6.10 **SWAMPER/PICK UP DRIVER-**is an employee required to assist drivers, operating a pressure washer, general deliveries and/or pickups and other general duties as directed by the dispatch office
- 6.11 It is understood that the above descriptions are general in nature because it would be impossible to list all situations which might arise during the working day.

## **ARTICLE 7 - WAGE RATES**

### **7.01 WAGES**

	May 1, 2005	May 1, 2006	May 1, 2007
Senior Mechanic	26.65	27.45	28.27
Certified Mechanic	24.40	25.13	25.88
Certified Welder	22.73	23.41	24.11
Mechanic/Welder	20.57	21.19	21.83
Truck Driver	22.75	23.43	24.13
Flush Truck Driver	22.75	23.43	24.13
Utility Man/Swamper	15.88	16.36	16.85
Handyman	17.73	18.26	18.81
Swamper/pickup driver	12.00	12.36	12.73
Apprentice	As covered by Apprenticeship Act of B.C.		

- 7.02 In the event the Employer creates a new classification during the term of this Agreement, the job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedure and Arbitration, as described in Article 14 of this Collective Agreement.

- 7.03 If an Apprentice is required to attend Trade School during his normal working hours, there shall be no loss of wages while attending such classes.
- 7.04 The Employer shall pay by electronic deposit each employee every two (2) weeks on a Friday, all wages due, up to and including the previous Saturday. A separate detailed statement showing all hours worked, rate of pay and an itemized list of deductions, shall be given each employee each and every pay day. In the event of Friday being a Holiday, payment of wages shall be made the day previous.
- 7.05 Where the employee terminates his employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee within seven (7) calendar days of termination.
- 7.06 Where the employee is terminated by the Employer, the Employer shall pay to the employee all wages and earned holiday pay, on the day of termination. If termination occurs at times, other than office hours, the Employer shall pay the terminated employee on the next office working day.
- 7.07 At the time of termination, the employee shall receive his Record of Work.

**ARTICLE 8 - GENERAL HOLIDAYS**

- 8.01 The following General Holidays shall be recognized by the Employer:

NEW YEAR'S DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
B.C. DAY	BOXING DAY

and all other holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

- 8.02 Employees who have established seniority in accordance with Article 10 and who have worked the last working shift scheduled by the Employer within fifteen (15) days previous to the General and/or Proclaimed Holiday and who work the first (1st) working day scheduled by the Employer within fifteen (15) days following the General or Proclaimed Holiday, shall receive their regular day's wages for such holiday.
- 8.03 General Holidays will be considered overtime and assigned in accordance with article 5.04 and paid in accordance with article 5.02.
- 8.04 In the event of a General Holiday falling on an employee's regular day off or during annual vacation, he shall receive and choose one of the following:
  - 1. his first scheduled week day/days following his annual vacation as additional day/days off with pay, or
  - 2. another day's wages, or

3. another day/days off with pay. Upon request, the lieu day will be taken in conjunction with the employees next set of scheduled days off providing operational requirements are met.

Otherwise, another mutually agreed day may be requested and confirmed within three (3) days of such request.

## **ARTICLE 9 - ANNUAL VACATIONS**

All employees shall receive annual vacations in accordance with the following:

- 9.01 Employees who have not completed one (1) year's employment, shall be paid vacation pay based on four percent (4%) of his total earnings.
- 9.02 Employees who have completed one (1) year's employment shall receive pay for or take a vacation of two (2) weeks with pay based on four percent (4%) of his total earnings for the past year.
- 9.03 Employees who have completed four (4) years' employment shall receive pay for or take a vacation of three (3) weeks with pay based on six percent (6%) of his total earnings for the past year.
- 9.04 Employees who have completed nine (9) years' employment shall receive pay for or take a vacation of four (4) weeks with pay based on eight percent (8%) of his total earnings for the past year.
- 9.05 Employees who have completed fifteen (15) years' employment shall receive pay for or take a vacation of five (5) weeks with pay based on ten percent (10%) of his total earnings for the past year.
- 9.06 The Employer shall post a vacation schedule sheet on the employee's bulletin board no later than January 1st of each year and the employees shall post their desired vacation period on the schedule no later than February 28th. On or after March 1st, the Employer shall confirm vacation periods on an individual basis, by seniority, to be completed no later than March 31st.  
  
Failure of an employee to choose a vacation period during the selection period shall result in that employee being given the choice of openings existing after March 31st.
- 9.07 The period from June 15th inclusive to September 15th and Christmas Holiday time shall be considered as "Prime Vacation Time": and any vacation taken during this period shall be a maximum of two (2) weeks per employee provided that the work of the Company is not adversely affected, unless mutually agreed that a longer period may be taken.
- 9.08 The period of time taken by an employee for annual vacation shall be scheduled in accordance with his regularly scheduled work week.
- 9.09 All annual vacations shall be taken, or pay in lieu of, received within the twelve (12) month period commencing from the employee's anniversary date. Each employee must take a minimum of 2 weeks holiday each year.

9.10 Any employee wishing to change his vacation schedule may do so, subject to availability and mutual agreement between the parties.

## **ARTICLE 10 - SENIORITY**

- 10.01 (a) All new employees shall serve a probationary period of forty-five (45) working days within a ninety (90) calendar day period. Should an employee be laid-off or unavailable during this period, his probationary period shall cease to run. A probationary employee may be dismissed at any time during this period, at the Employer's discretion.
- (b) A probationary employee shall not exercise seniority rights during the "probationary period". However, upon successful completion of the probationary period, the employee's seniority shall date from the day of hire.
- (c) Within the probationary employee group, the principle of "last on first off" shall apply in the event of a reduction of the work force.
- 10.02 Seniority lists shall be posted by the Employer on the bulletin board, quarterly, showing the seniority of each employee up to his last working day of the completed quarter. The Union shall also be supplied with a seniority list.
- 10.03 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee with the least seniority, competency considered. That is, the employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay-offs shall not be used for discipline or discharge purposes.
- 10.04 When vacancies occur, the Employer shall rehire laid off employees according to their seniority with the Employer, beginning with the most senior employee and proceeding in turn thereafter.
- 10.05 An employee who has been laid-off and fails to return to work within seven (7) days after receiving written notice at the address provided to the Employer, shall lose his seniority and shall be terminated. Written notice shall be by "registered mail". It shall be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted. The Employer shall also provide a copy of such notice to the Union when the twenty-four (24) hour notification is issued.
- 10.06 An employee whose lay-off exceeds one (1) calendar year shall lose his seniority and be terminated. An employee, who has been terminated in this manner, shall have all monies owing paid to him and he shall be supplied with a Record of Work (if not done previously).
- 10.07 Seniority shall continue when an employee is off work due to illness or non-occupational injury for a total period that the employee is covered through group coverage of weekly indemnity, and unemployment insurance sick leave benefits, and any other wage replacement plan that may be in effect.
- 10.08 Seniority shall continue when an employee is off work due to an injury received on the job. The employee shall retain his last post position accepted by him, however he shall retain all rights to apply for any job vacancies, provided that his application for a vacancy is

received within the seven (7) days prescribed in the particular job posting. The Employer shall contact all employees to whom this Clause applies to advise them of any relevant vacancies and the time within which applications must be received.

- 10.09 When an employee suffers from an occupational injury and/or occupational illness, he shall resume his regular duties when he receives clearance to return to work by his doctor and/or the Workers' Compensation Board. Where the employee is advised by the doctor and/or Workers' Compensation Board that he should have a different type of work load, the Employer shall endeavour to facilitate this condition of employment, if the Employer has such work available. The employee shall not suffer any loss of seniority and/or benefits.
- 10.10 When an employee incurs a compensable injury and/or illness as covered by the W.C.B., the Employer shall pay the employee all wages for all regular scheduled hours on the day of injury and/or illness.
- 10.11 When an employee who has been off work due to illness, non-occupational or occupational injury, and has not returned to work after either exhausting the wage replacement coverage benefit or, in the event of a compensable injury, fails to return to work after receiving clearance to return to work by the Compensation Board, then, it shall be the sole responsibility of that employee to notify the Employer of the situation preventing him from returning to work.
- 10.12 Where the Union and the Employer agree to an employee working for a "trial period" in a "Management" position, the following criteria shall be met, prior to the initiation date of the trial period:
- (a) The employee shall personally request a withdrawal card from the Union and personally present it to the Employer.
  - (b) The employee's seniority shall continue to accrue from the initiation date of the trial period and his vacant position be posted. If he returns to the bargaining unit prior to one hundred and twenty (120) calendar days, he shall return by seniority.
  - (c) The trial period shall not exceed one hundred and twenty (120) calendar days.
  - (d) Should the employee return to the bargaining unit after one hundred and twenty (120) calendar days, the employee shall be considered a new employee with no seniority rights.
  - (e) The Employer and the Union shall exchange letters of acknowledgement of the initiation date of the trial period and of the employee's willingness to accept the trial period and of the employee's seniority at the time of commencement of the trial period.
  - (f) The Union shall be given fourteen (14) days' notice, in writing, of the employee's return to the bargaining unit or promotion to management.
- 10.13 Seniority of an employee shall be completely lost if he:
- (a) quits

- (b) is discharged (terminated for cause)
- (c) works for another employer while absent from his employment with the Company when he is on official leave of absence.

## **ARTICLE 11 - GENERAL**

- 11.01 There shall be no discrimination against any employee for being an Officer, Shop Steward or Committee person of the Union.
- 11.02 Shop Stewards shall be recognized by the Employer, and shall be given reasonable time to carry out their duties. The Shop Stewards shall advise their immediate supervisor when requiring time to carry out his duties.
- 11.03 The Employer shall allow time off work, without pay, to any employee who is serving as a Union Delegate to any Conference or Function, provided all requests for time off are reasonable and do not interfere with the proper operations of the Employer. There shall be no more than one (1) employee, for such Conference or Function, off at any one (1) time.
- 11.04 Union notice boards shall be provided. Such boards are to be used for notices pertaining to the Union employees only.
- 11.05 Representatives of the Union, after notifying the Employer, shall have reasonable access to the Employer's premises, during working hours, to carry out the business of the Union in respect to the operation of this Agreement.
- 11.06 Where the Employer requires an employee to wear a uniform or any special clothing, the Employer shall supply, launder and maintain such clothing in good condition. Where any question arises, as to special clothing for any unusual work condition, the question shall be settled by mutual agreement between the Union and the Employer.
- 11.07 All shop personnel shall be supplied with coveralls and gloves. Wet gear and rubber footwear shall be available as the situation warrants.
- 11.08 The employer shall provide potable water as well as washing and shower facilities at each base of operations.
- 11.09 The Employer shall provide three (3) pairs of coveralls to all posted driving employees every twenty-four (24) months. One (1) pair of coveralls shall be replaced on a pair for pair basis once every twelve (12) months or on an as needed basis.

Spare Drivers shall be provided with one (1) pair of coveralls and shall be replaced on a pair for pair basis once every twelve (12) months or on an as needed basis.

Employees will wear, launder and reasonably maintain their coveralls.

All driver/swamper personnel shall be supplied with gloves on a pair for pair return basis.

Shirts: The Employer shall provide two (2) shirts to each employee every twelve (12) months or on an as needed basis.

11.10 TOOL INSURANCE: Tools of each employee shall be covered to a maximum of twenty-five thousand dollars (\$25,000.00) face value coverage.

#### 11.11 TOOL ALLOWANCE

- (a) All mechanics shall receive a tool allowance (from the Employer) of six hundred dollars (\$600.00) per year.
- (b) All welders shall receive a tool allowance (from the Employer) of three hundred dollars (\$300.00) per year.
- (c) All apprentices shall receive a tool allowance (from the Employer) of six hundred dollars (\$600.00) per year.

The above employees shall be employed for one (1) year before being entitled to such allowance.

11.12 All employees covered by this Collective Agreement shall be reimbursed up to \$150.00 per calendar year as a boot allowance when receipts are provided.

11.13 The Employer will pay the cost of the Occupational First Aid Level One training course for any employee who wishes to take it.

11.14 The Employer agrees to the reimbursement of course fees to an employee when he is improving himself in his line of work. In order to qualify for reimbursement, the employee must receive approval from the Employer in advance of taking the course and must successfully complete the course.

### **ARTICLE 12 - LEAVE OF ABSENCE/BEREAVEMENT/JURY DUTY**

#### 12.01 LEAVE OF ABSENCE

Seniority shall continue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and may be extended by mutual agreement by the parties. A leave of absence shall be requested in writing by the employee and the leave of absence shall be granted in writing. Such leave shall not be unreasonably withheld having consideration for the Employer's operational requirements.

#### 12.02 BEREAVEMENT LEAVE

When a death occurs to a member of an employee's immediate family, the employee shall be granted, upon request, a three (3) day leave of absence. An employee shall be compensated at his regular straight time hourly rate of pay for actual hours lost from his regular schedule. Members of the employee's immediate family are defined as the employee's spouse, mother, father, sons, daughters, brothers, sisters, grandparents, mother-in-law and father-in-law. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer and without pay. Step-mother and step-father shall be deemed as mother and father.

In addition, if the employee is notified of the death while he is working, he shall be excused from and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

### 12.03 JURY DUTY

The Employer shall grant a leave of absence to employees who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

An employee, who is summoned to appear for an action (as described above) as juror or witness shall receive his regular wages during such period up to a maximum of three (3) days, providing such time is on his regularly scheduled work day and/or days. The employee shall assign all monies received by him for such duties to the Employer except travel expenses and meal allowances not paid for by the Employer.

## **ARTICLE 13 - JOB VACANCIES AND POSTINGS**

13.01 A job vacancy shall be a position within the Bargaining Unit that requires an employee to work on a continuing basis. Where a vacancy or a new posting occurs, the Employer shall 'post' a "notice" as follows;

- (a) All postings shall include the classification, base of operation, the hours of the shift, the route/job function and the days of the week.( It is understood by the parties that there may be fluctuations in the route but provided there is no change in an employees daily job function or type of equipment there shall be no requirement to re-post a position ).
- (b) When an employee is off work due to illness, vacation, and/or any other short-term absence, the vacancy created shall be filled by a spare employee but does not qualify as a continuing vacancy.
- (c) This "notice" shall be posted for seven (7) days and shall be awarded by close of business on the seventh (7<sup>th</sup>) day. Successful applicants will begin working in the posted position within two (2) weeks of the award of the posting.
- (d) Employees on annual vacation, Workers' Compensation benefits and/or sick benefits during this entire seven (7) day period shall be given an opportunity to apply for this posting.
- (e) The exception for the requirement to award a vacated job as referenced in Article 13.05 shall be between December 1<sup>st</sup> and January 15<sup>th</sup> in any year. Where a vacated position arises during the exception period the Employer shall post the commencement of the award of the posting as January 16 (the day after the exception period)

### NOTE: DEFINITION OF ROUTE

A route shall be defined as either the daily activities of a posted position performed by following the daily route sheets or by fulfilling the activities as set out in the classification of the job posting

13.02 Seniority shall be the governing factor in filling job vacancies providing the employee meets the minimum qualifications as described in Letter of Understanding # 7. An employee who is awarded the job vacancy shall have a thirty (30) day trial period to allow for training. If after designated training, the employee has not achieved a reasonable minimum standard or the employee requests, the employee shall return to his previous position. The job vacancy left by the employee shall be posted within three (3) days after the trial

13.03 The Employer shall give seven (7) days' notice to cancel a posting.

13.04 (a) The Employer shall post a calendar for spare drivers/employees to book their available days for the following week. This calendar shall be posted by Saturday at 6:00 a.m. and shall be removed after 5:00 p.m. on Friday the following week. All known shifts will be offered by 5:00 p.m. on the day prior.

(i) Spare drivers/employees must be available for a minimum of four (4) days in the calendar week subject to Letter of Understanding # 6. Seniority shall be the governing factor in the booking of available days. There shall be one of these spare drivers/employees available on any given day. In the event there are insufficient spare operators available to fill vacancies on any given day such work shall be assigned to the spare drivers with the least amount of seniority who have the qualifications, skill and ability to perform the work required. Any spare driver/employee who does not sign the calendar will be considered as available on all seven days.

(b) The call-out of all Spare Drivers/Employees shall be by seniority.

(c) The Employer shall ensure each and every Spare Driver/ Employee has received the appropriate training to effect any safe work methods or operation of any equipment necessary for the employee working in his respective classification.

Every Spare Driver/Employee shall receive training, in order of seniority, in all lines of business as the need arises. If a Spare Driver/Employee suffers a loss of income and/or hours as a result of a lack of training in a particular line of business, that Spare Driver/Employee will be trained in that line of business at the earliest opportunity. No Spare Driver/Employee shall continue to suffer a loss of income where the company has been made aware of the employee's lack of training after the second circumstance.

Upon completion of the appropriate training the employee shall be subject to an assessment by the company to determine if the employee has achieved a reasonable standard. Any employee who failed the assessment procedure shall have the right to request that a written copy be provided to him by the Employer.

(d) Spare Drivers/Employees shall be paid per classification worked.

(e) A Spare Driver/Employee may not exercise his seniority rights to displace a posted employee in the event of lay-off.

13.05 Should no employee apply for the job vacancy, the Employer shall notify LAID-OFF employees, who retain seniority recall rights to the Collective Agreement, and advise them of the job vacancy.

13.06 In the event of a reduction of postings, an employee shall have the right to exercise his seniority and "bump" into another posting providing the employee meets the minimum qualifications as described in Article 6. An employee who bumps shall be trained immediately and if after a thirty (30) day trial period, the employee has not achieved a reasonable minimum standard in the position, the employee shall have the option of either being placed on the spare board or accepting layoff.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE AND ARBITRATION**

14.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:

- (a) An employee shall file his grievance in writing within seven (7) days of his having an opportunity to become aware of his grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.
- (b) The Management designate, the employee, the Shop Steward and/or Union Representative shall meet within seven (7) days from the date on which the grievance was filed with the Employer to endeavour to resolve the grievance.

If the parties are unable to resolve the grievance within five (5) days, either of the parties, without stoppage of work, may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration, and the parties shall agree on a single arbitrator. The arbitrator shall hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it.

14.02 The Arbitration Board shall not have power to change, modify, extend or amend this Agreement or to award costs or damages against either party.

The Arbitration Board shall have the power to order, if it deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost. A majority decision of the board shall constitute the award. The decision of the board shall be binding on both parties.

14.03 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Chairman shall be shared equally between the parties.

14.04 In the event of an Arbitration Board being appointed, it is agreed by both the Union and the Employer, that such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.

14.05 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this Article.

14.06 Disciplinary documents will be removed from an employee's file after two (2) years from the date the document was received by the employee.

## **ARTICLE 15 - SAFETY**

- 15.01 The Employer agrees to cover all employees with the provisions of the Workers' Compensation Act.
- 15.02 It is the desire of both parties to this Agreement to maintain the highest standard of safety. No employee shall be required to, and no employee shall perform work in a hazardous manner or operate any faulty equipment.
- 15.03 All unsafe working conditions and/or equipment shall be reported promptly to the Employer, by the employee and the Employer shall correct each defect forthwith. The Employer shall not require employees to take out on the streets any vehicle that is not in safe operating condition until such vehicle has been approved by the Senior Mechanic, Chargehand and/or the Manager as being safe.
- 15.04 A Safety Committee, comprising of at least two (2) employees and two (2) Representatives of the Employer, shall be appointed by their respective groups to ensure safe working conditions and habits and to investigate accidents as to their cause and make recommendations to the Employer regarding unsafe conditions and faulty equipment. The Committee shall not have authority or power to act in any manner that will conflict with the provisions of this Agreement.

Meetings of the Safety Committee will be held monthly.

Any safety concerns relative to specific routes must be brought to the attention of the Safety Committee members immediately.

- 15.05 The Employer shall forward, upon request, all O.H.S. Committee meeting minutes to the Union.
- 15.06 Any cost associated with the inoculation of employees for the prevention of hepatitis and tetanus, shall be paid by the Employer.

## **ARTICLE 16 - HEALTH AND WELFARE**

- 16.01 Employees who have successfully completed the probationary period shall be enrolled on the Health and Welfare Benefit Plan and coverage shall be effective the first day of the following month, but no later than sixty (60) days from the end of the probationary period. Benefits shall continue for employees maintaining a minimum of thirty (30) hours of work per week which shall be averaged over each quarter year.
- 16.02 The Company agrees to pay the premiums of and to carry the Health and Welfare Plans it currently carries on behalf of the employees.
- The Company agrees to provide to the Union, copies of the Plans currently in effect.
- 16.03 The employees and family members who are covered by the Health and Welfare Benefits will be provided with Vision Care Benefits. Reimbursement of prescription eyewear will be fifty percent (50%) of the cost of such eyewear, up to a maximum cost of two hundred and fifty dollars (\$250.00) per person in any twenty-four (24) month period.

**ARTICLE 17 - PENSION PLAN**

17.01 The Employer shall make contributions at the rate of two dollars (\$2.00) per hour for each hour worked and for each hour attributed to General Holidays and Annual Vacations.

17.02 The Employer is required to report on forms provided by the Operating Engineers' Plan office.

Contributions must be forwarded by the Employer to the Operating Engineers' Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

17.03 The Pension Plan Auditor may inspect, during regular business hours, the Employer's record of time worked by the employees and contributions made to the Plan.

**ARTICLE 18 - STRIKES AND LOCKOUTS**

18.01 The Union shall not sanction any strike, stoppage or cessation of work or picketing, for the duration of this Collective Agreement, and there shall be no deliberate interference with the operations of the Employer.

**ARTICLE 19 - LIFE OF AGREEMENT AND RENEWAL**

19.01 This Agreement shall become effective as of May 1, 2005 and shall remain in full force and effect until April 30, 2008 and each succeeding anniversary thereafter unless written notice is served on the one (1) Party by the other Party to commence negotiations for a new Collective Agreement to supersede this Collective Agreement within the four (4) month period prior to the expiry date or that date any year thereafter.

19.02 The Parties hereby agree to exclude the operation of Section 50(2) and (3) of the Labour Relations Code.

19.03 Should either party give written notice to the other party pursuant to this Agreement, this Agreement shall remain in full force and effect until the Union legally strikes or the Company legally locks out, or the parties shall conclude a renewal or revision of the Agreement or conclude a new Collective Agreement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWEN G. CARNEY LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #2**

BY AND BETWEEN

OWEN G. CARNEY LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Sale Of Owen G. Carney Ltd.

In the event that Owen G. Carney Ltd. should sell Owen G. Carney Ltd. to any other legal entity, it shall be a condition of the sale by Owen G. Carney Ltd. that Article 3.08 of the Collective Agreement be amended to read as follows:

"Management shall only operate equipment and/or work with tools in the case of an emergency. An emergency shall only be for the safety of man and/or equipment or after all qualified employees have been contacted (or an attempt made to contact them) and the work has been offered to them first. Management may use tools or operate equipment for instructional purposes."

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWEN G. CARNEY LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #3**

BY AND BETWEEN

OWEN G. CARNEY LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Potential New Hire Truck Drivers

The Union will provide a list of qualified candidates for consideration as new hires.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWEN G. CARNEY LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #4**

BY AND BETWEEN

OWEN G. CARNEY LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Unexpected Vacancies

It is agreed that the Employer shall continue to exercise the flexibility of the movement of employees to fill unexpected vacancies subject to the following:

- No posted driver shall be required to accomplish any work outside their regularly scheduled route(s) for more than one shift during a two (2) week period.
- If the Employer has not found a suitable replacement (spare driver) after this one shift has been completed by the employee, the Employer may request the employee to continue in this position or the employee may return to their regularly scheduled route(s).

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWEN G. CARNEY LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #5**

BY AND BETWEEN

OWEN G. CARNEY LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Peter Pockrandt

It is agreed that when the above employee maintains a valid driver's license, he will be paid as a Handyman.

HANDYMAN: is an employee who is primarily directed by the dispatch office or senior mechanic. He must possess carpentry, electrical, fibreglass and painting skills and also be able to readily facilitate repairs, do repair assessments and estimate costs. His duties shall include driving service vehicles, assisting drivers, assisting mechanics or welders, operating the pressure washer/steam cleaner, grinding bins, painting, and other general duties and repairs.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWEN G. CARNEY LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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## LETTER OF UNDERSTANDING #6

BY AND BETWEEN:

OWEN G. CARNEY LTD

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: Partial Postings

The parties agree to the following, that:

1. One, two, or three-day "partial postings" shall be allowed.
2. These "partial postings" shall indicate the classifications, route, hours of the shift and day(s) of the week.
3. The employee who bids and accepts this "partial posting" shall, upon reporting for work, be guaranteed his shift at the classified rate of pay. It is understood that where a "partially posted" employees equipment breaks down he may be assigned other duties to qualify for the guarantee.
4. These "partial postings" shall be awarded by seniority.
5. Employees may sign more than one of these "partial postings" in order to accumulate up to forty (40) straight time hours.
6. Employees who are awarded these "partial postings" shall be paid the classified rate of pay for the position.
7. Where a Spare employee is awarded a "partial posting(s)" his minimum number of days available as referenced in Article 13.04(a)(i) shall be reduced by a like number of days.
8. Where the classification of a partial posting(s) reaches forty (40) hours in a week, and qualifies as a continuing vacancy, the Employer agrees to post the job vacancy in accordance with the Collective Agreement.
9. Where there is a reduction and/or creation of a job vacancy, the affected employee who holds the "partial posting" shall receive (7) seven days notice of cancellation of the "partial posting" and shall have the right to bump a less senior partially posted employee in order to make his work week, subject to qualifications, skills and ability. It is agreed by the parties that these partial postings may not be split up in order for the senior employee to make up his full work week, and it is agreed by the parties that there shall not be any adjustment to customer service days in order to allow a senior employee to make up his full work week.

10. A "partially posted" employee may not exercise his seniority rights to displace a POSTED employee (as referenced in Article 13) in the event of lay-off.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWEN G. CARNEY LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #7**

BY AND BETWEEN:

OWEN G.CARNEY LTD

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Below listed are the Employer's and the Union's agreed definitions of qualifications, skill and ability.

1. "Qualifications" - The possession of a valid and appropriate license to operate the vehicle or equipment used in the performance of the job;
2. "Skill" - The demonstrated (through training and testing administered by the Employer) competence and proficiency in the performance of the duties required in the job including the operation of any vehicle or equipment used in the performance of the job;
3. "Ability" - The physical and mental capability to perform the duties required in the job.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWEN G. CARNEY LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #8**

BY AND BETWEEN:

OWEN G.CARNEY LTD

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Miscellaneous

1. The Company agrees that the employees of Evergreen will be incorporated into the existing Carney's collective Agreement, classifications, wage rates, seniority provisions and any other specific issues dealing with the Evergreen operation shall be negotiated and attached to the existing Agreement by Memorandum.
2. A signing bonus of one hundred dollars will be paid on the payroll following ratification of the 2005 – 2008 Collective Agreement.
3. The Parties agree to commence negotiations for a renewal no later than January 12, 2008 with a view to conclude bargaining prior to the expiry date.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWEN G. CARNEY LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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