

**"WITHOUT PREJUDICE"**

**MEMORANDUM OF UNDERSTANDING**

BETWEEN:

WILLIAMS MACHINERY LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

- 1) This Memorandum of Understanding is in effect for a six (6) month period starting June 1, 2006 and expiring on December 31, 2006 and allows for a temporary position of "PARTS HELPER/TRAINEE" to be added to the "YARD/SHOP HELPER" designation found in the current Collective Agreement and to temporarily replace the Parts Picker Position found in Appendix "A".
- 2) It is understood that employees hired or assigned to this position will be restricted to the following job description:

"Helping with shipping/receiving, stock homing, service truck stock replenishment, general warehouse duties, clean-up and assisting parts persons when required."
- 3) The Parties agree that there will be no more than one parts helper/trainee for every four (4) parts persons in the Richmond branch and that this letter does not apply to any other location.
- 4) The Parties agree that the hourly wage rate for this temporary position will be 50% of a journeyman parts person's wage rate (currently \$12.87 per hour) with a pension contribution of 25%.
- 5) The Parties agree that pension contributions for the six (6) period will be 25% of a journeyman parts person and will held in trust and set aside for payment to the helper's pension package upon his successful registration as an apprentice with Williams

Machinery Ltd. at which time the pension contribution will be increased to 50% of the journeyman rate as reflected in Appendix "B" of the collective agreement and referred to in B.01 (j).

- 6) It is agreed that the probationary period will be identical to that in the current collective agreement and that any employee who spends six calendar months in this position will automatically be indentured as a "Parts Apprentice" or be laid off under the probationary provisions found in clause 9.02 of the collective agreement.
- 7) This Letter of Understanding can be cancelled on 30 day written notice by either party.

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

WILLIAMS MACHINERY LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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

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