

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PRAIRIECOAST EQUIPMENT INC. (LANGLEY)**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP, Local 378 of the Canadian Office and Professional Employees Union**

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

**WHEREAS:**

- A. The Parties have engaged in collective bargaining to reach an agreement for a first Collective Agreement.

**THEREFORE:**

1. The Parties agree that the Collective Agreement is from the date of ratification to August 20, 2024 with articles set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The agreed upon proposals for the Collective Agreement contained in this Memorandum of Agreement will be effective from the date of ratification, unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.

7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the creation of a first Collective Agreement.
  
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Burnaby, B.C. this 17<sup>th</sup> day of May, 2023.

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**FOR THE EMPLOYER**

Sara Colliss Sara Colliss  
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**FOR THE UNION**

## **APPENDIX "A"**

**Attach all sign off as Appendix A**



(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Article	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 1 – PREAMBLE**

**Purpose of Agreement**

It is the intent of the Parties through this Agreement to:

- (a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its employees represented by the Union;
- (b) Establish and maintain mutually satisfactory terms and conditions of employment for employees of the Employer who are subject to the provisions of this Agreement;
- (c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;
- (d) Establish and maintain collective bargaining.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Nov. 8, 2022 (V5)	Time: 1:00pm
UP#2	Article 2	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 2 - INTERPRETATION**

**2.01 Interpretation**

This Agreement shall be interpreted in accordance with the applicable laws of the Province of British Columbia and the Dominion of Canada.

**2.02 Common Meaning**

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

**2.03 Headings**

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

**2.04 Incorporated Documents**

All letters of agreement, understanding or intent signed by and between the Employer and the Union and attached to this Agreement shall be deemed to form

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

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part of and be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply.

**2.05**

**Employment Standards Act of British Columbia**

The term(s) and/or condition(s) of employment in this Agreement shall meet or exceed the requirements of the Employment Standards Act of British Columbia, or any successor legislation.

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E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

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<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Nov. 11, 2022 (v5)</b>	<b>Time: 1:00pm</b>
UP#3	Article 3	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

***Union Counter Proposal – V3***

**ARTICLE 3 - DEFINITION OF EMPLOYEES**

**3.01 Employee Categories**

All employees hired by the Employer within the bargaining unit shall be categorized as either Full-Time Regular, Part-Time Regular, Casual or Seasonal employees, as the case may be, as defined in this Agreement. All such employees shall be subject to the probation period referred to in Article 14 of this Agreement.

**3.02 Definition of Full-time Regular Employee and Application of Agreement**

- (a) “Full-Time Regular Employee” means an employee hired in accordance with this Agreement to perform work of a continuing nature on a full-time basis. The hours of work of such employee shall be governed by Article 19.03(a) and all other applicable provisions of this Agreement.
- (b) Full-Time Regular employees shall be covered by all of the terms and conditions of this Agreement, except those which apply specifically and exclusively to Part-Time Regular, or Casual or Seasonal employees, as the case may be.
- (c) Notwithstanding the above, when a Full Time Regular employee is acting in a full time temporary role, the employee shall continue to be treated in all respects under this Agreement as a Full Time Regular employee.

**3.03 Definition of Part-Time Regular Employee and Application of Agreement**

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Signed off this 17<sup>th</sup> day of May 20 23

For the Union

For the Employer

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- (a) “Part-Time Regular employee” means an employee hired in accordance with this Agreement to perform work of a continuing nature on a part time basis. The hours of work of such employee shall be governed by Article 19.03(b) and all other applicable provisions of this Agreement.
- (b) Part-Time Regular employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Full-Time Regular, or Casual or Seasonal employees, as the case may be.
- (c) If, under this Agreement, any entitlement for any Part-Time Regular employee(s) is to be determined on a pro-rata basis, such pro-ration shall be calculated by using the number ~~one~~ two thousand eighty (2,080) hours as the “full-time equivalent” for any one year period.
- (d) Part-Time Regular employees shall be entitled to all paid leave of absence entitlements, including, but not limited to, sick leave, paid holidays and vacation under the Collective Agreement on a pro-rata basis in accordance with the proportion of full-time equivalent hours worked subject to the provisions of Article 3.03 (c) above. Where any such entitlement is expressed in terms of day(s), the amount in each case shall be translated into hour(s) of entitlement in accordance with the following formula:

Day(s) of Entitlement X 8.0 hours X Proportion of Full-Time Equivalent Hours Worked, expressed as a percentage

**3.04 Definition of Casual Employee and Application of Agreement**

- (a) “Casual employee” means an employee hired in accordance with this Agreement to work on a full-time or part time basis to replace an incumbent Full-Time Regular or Part-Time Regular employee who is absent from work for any reason, and for unusual peak workloads.
- (b) Casual employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Full-Time Regular, or Part-Time Regular, or Seasonal employees, as the case may be.

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Signed off this 17<sup>th</sup> day of May 20 23

For the Union

For the Employer

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- (c) Seniority for a Casual employee shall be calculated in accordance with Article 15.05 and all other applicable provisions of this Agreement.
  
- (d) Casual employees shall be entitled to vacation pay in accordance with Article 24 but not vacation time off work. Statutory Holiday pay entitlement for Casual employees shall be determined on the basis of working on a minimum fifteen (15) days in the thirty (30) consecutive calendar day period immediately prior to the given Statutory Holiday.

**3.05 Definition of Seasonal Employee and Application of Agreement**

- (a) “Seasonal employee” means an employee hired in accordance with this Agreement to work on a full-time or part time basis for peak and/or seasonal workloads.
  
- (b) Seasonal employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Full-Time Regular, Part-Time Regular, or Casual employees, as the case may be.
  
- (c) Seniority for a Seasonal employee shall be calculated in accordance with Article [15.05] and all other applicable provisions of this Agreement.
  
- (d) Seasonal employees shall be entitled to vacation pay in accordance with Article 24 but not vacation time off work. Statutory Holiday pay entitlement for Seasonal employees shall be determined on the basis of working on a minimum fifteen (15) days in the thirty (30) consecutive calendar day period immediately prior to the given Statutory Holiday.
  
- (e) Seasonal employees may be hired for a maximum of six months, unless the parties mutually agree in writing.
  
- (f) No more than three (3) seasonal workers will be hired at any one time, unless the parties mutually agree in writing.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sam Cole



(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Nov. 8, 2022 (V4)</b>	<b>Time: 1:00pm</b>
UP#4	Article 4	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 4 - UNION RECOGNITION**

**4.01**

The Employer recognizes the Union and its authorized representative(s) as the sole and exclusive representative(s) of all employees for which the Union's Certificate of Bargaining Authority has been issued by the Labour Relations Board of British Columbia, except those categories specifically excluded by letter of intent.

**4.02**

**Application of Agreement**

Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive bargaining agent.

**4.03**

**New or Reclassified Jobs**

New positions or jobs, or existing positions or jobs reclassified by the Employer covering work performed by employees covered by the Union's certification, shall be subject to negotiation and agreement between the Employer and the Union. Where a dispute arises as to whether the new or reclassified position(s) are within the bargaining unit covered by this Agreement, either Party may submit the issue to the Labour Relations Board, or any of its successors. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of the Collective Agreement.

**4.04**

**Union Bug**

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The

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Signed off this 17<sup>th</sup> day of May 20 23

For the Union

For the Employer

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Union Label shall be the official Union Label as designated by the Union. The Union Label shall remain the sole property of the Union.

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E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sam Collin



(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	Article 5	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 5 - UNION SECURITY**

**5.01 Union Membership**

- (a) All employees covered by this Agreement shall, as a condition of employment become and remain members of the Union. New employees, hired subsequent to the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1<sup>st</sup>) day of employment by the Employer.
- (b) The Employer shall advise the Union of all such newly hired employees within fifteen (15) calendar days of the date of their employment.

**5.02 Security of Bargaining Unit Work**

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit Employees without the express, written consent of the Union.

**5.03 No Contracting Out**

The Employer shall not contract out any bargaining unit work if such contracting out will result in the displacement or lay-off of any bargaining unit employee.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sara Collin

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	Article 6	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 6 - DUES CHECK-OFF**

**6.01 Union Dues Authorization**

Each employee in the Bargaining Unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the employee's pay the amount of the regular monthly dues, any other dues, assessments and any initiation fees owing and payable to the Union as established by the Union.

**6.02 Mandatory Union Dues and Other Deductions**

- (a) The Employer shall, as a condition of employment, deduct from the pay of each employee in the Bargaining Unit the amount of the regular monthly or any other dues including, but not limited to, initiation fees owing or payable to the Union by a member of the Union, as established by the Union.
- (b) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of fifteen (15) calendar days' notice in advance of the implementation date of any change in deductions pursuant to this Article.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

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For the Employer

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**6.03**

**Remittance of Deductions**

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

In addition to the above the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- (i) New hires
- (ii) Terminations
- (iii) Promotions
- (iv) Demotions
- (v) Lateral transfers
- (vi) Salary revisions
- (vii) Employees on extended leave of absence

Such information shall be supplied by the employer and in a form acceptable to the parties.

**6.04**

**Record of Union Deductions (T4 Slips)**

The Employer shall supply each employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the employee in the previous calendar year. Such record shall be provided to each employee prior to March 1 of the succeeding calendar year.

**6.05**

**Religious Objections**

The parties agree that Section 17 of the Labour Relations Code of British Columbia, or any equivalent successor legislation, shall govern any disputes which arise because

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Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sam Colli

a person, on religious grounds, refuses to pay to the Union any of the initiation fees, dues, or other assessments otherwise prescribed by this Article.

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E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sam Colli

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<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Nov. 9, 2022 (V3)</b>	<b>Time: 11:00am</b>
UP#7	Article 7	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 7 – UNION REPRESENTATION, VISITATION AND JOB STEWARDS**

**7.01 Union Representatives**

- (a) The Employer recognizes the Union’s right to select, subject to its sole discretion, job stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.
- (b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these names.
- (c) It is understood and agreed that unless otherwise provided by this agreement, the cost of time off from work for Union representatives while carrying out union duties referred to in 7.01(a) and 7.01(b) will be paid to the representatives by the Union.

**7.02 Union Access to Employees**

Authorized representatives of the Union shall have access to the Employer’s establishment during working hours for the purpose of adjusting disputes or other Union business, upon reasonable advance notice (ie. 48 hours or more) to the Manager in charge of the establishment, provided that such visitation shall not interfere with conduct of the Employer’s business. Permission for such access shall not be unreasonably denied.

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E&OE  
Signed off this 5th day of June 2023

For the Union

For the Employer



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**7.03**

The Union will notify the Employer of the names of all job stewards and alternates in writing immediately upon their appointment.

**7.04**

The authority of job stewards and/or alternates shall be limited to the following activities:

- (a) The investigation and presentation of grievance matters or complaints which may result in grievances.
- (b) Transmission or posting of Union notices, bulletins or other information to employees or to the Employer.

**7.05**

The job steward(s) may, within reason, investigate and process grievances during regular working hours, without loss of pay. However, before leaving their place of work or duties to assist an employee or confer with a Union representative, the job steward will receive permission from the Employer. The Employer will not unreasonably deny such permission, nor will the job steward(s) unreasonably exercise the privilege.

**7.06**

**No Other Agreement**

The Employer agrees not to enter into any agreement with any employee or group of employees which conflicts with any of the terms or conditions of this Agreement.

**7.07**

**Leave of Absence for Union Business**

- (a) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the Union

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Signed off this 5th day of June 2023

For the Union

For the Employer



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shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service with the Employer.

- (b) An Employee on leave pursuant to this Article 7.07 may elect to continue the benefit plan coverages provided by this Agreement in which case he or she shall be responsible for reimbursing the Employer on a monthly basis for the cost of such continued coverage, unless the Union makes such monthly payments on behalf of the employee.
- (c) Except as expressly provided otherwise by this Article 7.07 (b), the employee shall be kept "whole" by the employer with respect to all seniority, benefits, and other rights and entitlements which would accrue under this Agreement had he or she remained working.
- (d) On conclusion of a leave of absence under this Article 7.07, the employee shall be returned to his or her former job and work location, unless the Employer and the Union mutually agree to alternative arrangements.
- (e) Permission for leave pursuant to this Article 7.07 shall not be unreasonably denied by the Employer and such leave, once approved, shall not be interrupted by the Employer during the approved period of the leave.

**7.08 Miscellaneous Leave of Absence for Union Business**

- (a) An employee who is required to attend a Union Convention or other official Union function on behalf of the Local Union necessitating absence shall, upon written application to the immediate supervisor at least fourteen (14) calendar days in advance, be granted time off without pay for a period of time not to exceed one (1) week, except where mutually agreed to extend such period.
- (b) To facilitate administration of this Article, when a leave of absence under section 7.08 (a) is granted, the the Union shall pay to the employee the employee's straight-time hourly compensation for their regularly

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Signed off this 5th day of June 2023

For the Union

For the Employer



scheduled shifts that would have been worked had it not been for the leave. An employee granted leave under Article 7.08 shall be covered by the applicable provisions of Article 28.04 (a) and (b) and 31.10 and shall otherwise be kept “whole” with respect to seniority, service and vacation accrual and the right to apply for job postings as well as any other “benefit” that may be mandated by provincial labour law inclusive of the Employment Standards Act as amended.

**7.09 Union Information for New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union membership and dues. The new employee shall be advised of the names and locations of their job stewards. The Employer agrees that a job steward shall be given, upon request, an opportunity without loss of pay, for one (1) hour within the first thirty (30) days of employment to acquaint the new employee with the benefits and duties of Union membership and the employee’s responsibilities and obligations to the Employer and the Union.

**7.10 Union Communications And Voting**

- (a) The Employer shall provide bulletin boards at its premises, in employee lunch or rest areas, for the purpose of posting Union communications. All such notices shall be submitted to the Employer at the time of posting or distribution
  
- (b) The Union shall have the right, upon reasonable notice and with the agreement of the Employer, to place ballot boxes in the workplaces of the Employer covered by this Agreement, for the purposes of conducting Union elections, polling or collective agreement votes.

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E&OE  
Signed off this 5th day of June 2023

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#8	Article 8	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 8 - RIGHTS OF EMPLOYER**

**8.01 Management Rights**

It is recognized that the management and operation of the Employer's business and the direction of the employees is vested exclusively in the Employer, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

**8.02 Application of Employer's Rights**

It is recognized that it is the exclusive function of the Employer:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of offices and/or establishments, as well as its methods and procedures of operations and processes, including its employee complement, their duties and responsibilities, the implementation and use of technologies, etc.

It is agreed that these functions will be exercised in a manner consistent with the terms and conditions of this Agreement.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union  
Sam Colby

For the Employer

The Employer or his representative shall make known to the employees their general duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

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Signed off this 17<sup>th</sup> day of May 20 23

For the Union

For the Employer

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**8.03 Application of Employer Policy**

Where a difference arises out of any provision contained in this Agreement, and the subject matter is also covered in any policy, rule, regulation, guidelines, directive or similar instrument of the Employer, this Agreement shall take precedence to the extent of the difference or inconsistency.

E&OE  
Signed off this 17<sup>th</sup> day of May 20 23

For the Union

For the Employer

Sarah Collin

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Sep. 7, 2022</b>	<b>Time: 10:30am</b>
UP#9	Article 9	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 9 - NON-DISCRIMINATION AND EQUAL PAY**

**9.01**

The Employer and the Union agree that neither will discriminate either directly or indirectly against any employee by reason of the protected grounds defined by the Human Rights Code.

Without limiting the generality of the foregoing, it is specifically understood and agreed that there shall be no discrimination by the Employer with respect to any employee for reasons related to union membership or lawful union activity.

**9.02**

**Legislation**

The Parties will abide with all provincial and federal laws including the B.C. Human Rights Code and Employment Standards Act.

**9.03**

**Harassment**

(a) The Employer specifically agrees that every employee has the right to be free from harassment, sexual or otherwise, and from any penalty or threat of penalty, for the rejection of such behaviour, as set out in the Employer's policy [X].

(b) It is agreed that harassment may be cause for disciplinary action, which may include termination.(c) Harassment complaints shall be subject to resolution in accordance with the provisions of Article 11, commencing at Step II of the grievance procedure.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

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For the Employer

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**9.04 Dignity and Respect**

The Parties agree that individuals in the workplace shall be treated with dignity and respect.

**9.05 Indemnity**

- (a) The Employer shall indemnify and hold harmless the employees from any and all legal actions, claims, or complaints, and any damages, costs and expenses in connection with such actions, claims, and complaints, arising from or as a result of the employees' good faith conduct or performance of duties and responsibilities in the normal course of the employees' employment, and at the direction of the Employer.
- (b) The Employer shall retain the discretion to provide for legal representation of its choice for the employee, or payment of the reasonable legal fees of counsel retained by the employee, in the defence of any legal proceedings relating to (a) above. The employer shall retain full authority in the conduct of the action, including the right to settle the claim in any manner it deems advisable.
- (c) In order for the provisions in (a) and (b) above to be binding upon the employer, the employee must notify the employer immediately, in writing, of any incident or events which may lead to legal action against them or the employer, including:
  - i. when the employee is first notified of intended or actual legal action against the employee or the employer, or an intended or actual investigation or other proceeding which might lead to legal action against the employee or the employer;
  - ii. when the employee first requires or retains legal counsel in regard to a related incident or course of events; or
  - iii. when information first becomes known to the employee which leads or ought to lead to a reasonable assumption that the employee or the Employer may be the object of legal action.

**9.06 Gender Neutral Language**

The Union proposes that the entire collective agreement will be gender neutral.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

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For the Employer

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9.07

**Electronic Surveillance**

Electronic surveillance equipment such as closed-circuit television or camera equipment or otherwise shall not be installed for any purpose in the employees' lunch rooms, or personal hygiene facilities.

9.08

**Personal Duties Not Required**

Employees shall not be required to do work or perform duties of a personal nature for any person.

E&OE

Signed off this 17<sup>th</sup> day of May 20 23

For the Union

For the Employer

Sam Colli



(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#10	Article 10	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 10 - WORK CONTINUITY AND PICKET LINES**

**10.01 No Strike or Lockout**

The Parties hereto agree that there shall be no strike or lockout while this Agreement is in force in accordance with the applicable provisions of the Labour Relations Code of British Columbia, or any successor legislation.

**10.02 Picket Lines**

It shall not be a violation of this Agreement or cause for discharge or discipline of any employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union, and the Employer will not ask employees to cross such a picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

Sarah Collett

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

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PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Sep. 7, 2022</b>	<b>Time: 10:30am</b>
UP#11	Article 11	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION**

**11.01**

The Parties to this Agreement agree that it is of the utmost importance to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word "employee" when used, will be interpreted to refer to any employee of the Employer who is a member of the bargaining unit. The grievor shall be allowed the necessary time off with pay to participate in grievance meetings with the Employer.

**11.02**

**Definition of Grievance**

"Grievance" means any difference, disagreement or dispute between the Parties, concerning:

- (a) The interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether any matter is arbitrable; and/or
- (b) The discipline, discharge or termination of any employee.

**11.03**

**Right to Grieve**

- (a) Any employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control

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carriage of the grievance on behalf of the employee.

- (b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any employee, or on behalf of any group of employees.
- (c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.
- (d) It is mutually agreed that any employee or Party exercising his, her or its rights under this Agreement does so without prejudice to his, her or its relations with any employee or Party or representative of either Party, unless otherwise stated in writing.

**11.04 Complaints**

An employee and/or any Union Representative must discuss any potential complaint with their immediate Manager prior to initiating a grievance through the Union, unless otherwise stated in Article 11 below. Such discussion will take place not later than fifteen (15) calendar days after the event causing the complaint or within fifteen (15) calendar days from the time the Employee became aware of the event causing the complaint.

**11.05 Grievance Process**

All grievances shall be processed in accordance with the following:

- a) All grievances must be submitted in writing at the appropriate step by:
  - (i) setting out the nature of the grievance and the circumstances from which it arose;
  - (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
  - (iii) stating the redress or other action required to resolve the matter;
  - (iv) transmitting the grievance to the other Party.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.

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(c) All grievances shall be resolved without stoppage of work.

**11.06**

**Steps of Appeal**

(a) Steps

A grievance must be appealed in writing by the Union or the Employer through the following steps:

(i) Step I

To the manager of the Employee(s) concerned and a representative of the Union or their respective alternate(s):

(ii) Step II

To the general manager and/or area manager of the Employer and a full-time paid representative of the Union and a job steward or their respective alternate(s) and the grievor(s):

(b) Suspension, Discharge or Termination Grievances

A grievance concerning the suspension, discharge or termination of any employee may be initiated at Step II of the grievance procedure.

(c) Job Selection Grievances

A job selection grievance may be initiated at Step II of the grievance procedure.

(d) Bypassing Step(s)

By mutual written agreement between the Employer and the Union, any step of the grievance procedure may be bypassed with respect to any grievance.

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**11.07 Disclosure of Information**

The Parties specifically agree to provide each other, in a timely manner, with full disclosure of all relevant evidence applicable to any existing grievance.

**11.08 Policy or Group Grievance**

Where either Party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation which affects more than one (1) employee, either Party may initiate a policy or a group grievance, as the case may be, within thirty (30) calendar days of the occurrence giving rise to the grievance being known. A Policy or Group Grievance shall be initiated at Step II.

**11.09 Time Limits**

(a) Initiating a Grievance

Grievances under this Article must be initiated within fifteen (15) calendar days of the occurrence or circumstances giving rise to the grievance being known.

(b) Convening a Grievance Hearing

A grievance hearing under this Article must, in each case, be convened within fifteen (15) calendar days following the date of receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure.

(c) Grievance Hearing Response

The grieving Party shall be provided with a written response by the other Party within fifteen (15) calendar days following the date of the conclusion of the grievance hearing.

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(d) Appealing A Grievance Denial

A grievance which is denied at Step I of the grievance procedure set forth in this Article, if appealed, must be appealed to the next step of the grievance procedure within fifteen (15) calendar days following the date of receipt of the written denial of the grievance.

(e) Referral To Arbitration

A grievance which is denied at Step II of the grievance procedure, if referred to Arbitration, must be so referred within fifteen (15) calendar days following the date of receipt of the written denial of the grievance.

(f) Amendment of Time Limits

The time limits referred to in this Article may be changed at any time by mutual written agreement between the Employer and the Union.

**11.10 Deviation From Grievance Procedure**

(a) The Employer will not approach the grievor(s) for the purpose of entering intodiscussion, or negotiation of any kind with respect to a grievance with the grievor(s) once a grievance has been initiated by the Union without prior, express written consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned, on a "without prejudice" basis.

(c) The grieving Party may at its discretion, by written notice, withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.

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**11.11 Time Off Work For Grievance Purposes**

The grievor(s) shall be granted the necessary time off, without loss of pay, from his or her working hours to attend grievance meetings with the Employer and this time off shall be deemed to be time worked.

**11.12 Effect of Settlements**

Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be a final and binding resolution for that grievance, on the Employer, the Union and the grievor.

**11.13 Reference To Arbitration**

After exhausting the grievance procedure as set forth in this Article, the grieving Party may by written notice to the other Party refer any unresolved grievance to arbitration, in which event the matter shall be resolved in accordance with the provisions of this Article.

**11.14 Selection of Arbitrator**

All grievances submitted to arbitration under this Article shall be adjudicated by a single Arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an Arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister of Labour for the Province of British Columbia appoint the Arbitrator.

**11.15 Jurisdiction of Arbitrator**

Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia or any successor legislation.

**11.16 Decision of Arbitrator**

(a) The Arbitrator shall proceed as soon as practical to hear the grievance and shall endeavour to render a decision within thirty (30) calendar days

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following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and shall constitute a final and binding resolution for that grievance, on the Employer, the Union and the grievor.

- (b) Should either Party disagree as to the meaning, intent or implementation of an Arbitrator's decision, such Party may apply to the Arbitrator to reconvene the hearing to clarify the decision and the Arbitrator shall have jurisdiction to resolve these matters.

**11.17**      **Arbitration Expenses**

Each Party shall pay one half (1/2) of the fees and expenses of the Arbitrator, including any disbursements incurred by the arbitration proceedings.

**11.18**      **Expedited Arbitration**

For the purpose of accelerating the resolution of applicable grievances, the parties may mutually agree in writing to refer to Expedited arbitration any matter properly submitted, as a grievance, in accordance with the provision of the Grievance Procedure contained in this Agreement.

- (a) An Arbitrator shall be selected to hear the matter in dispute in accordance with the provision of this Article.
- (b) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.
- (c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceeding.
- (d) All other provisions of this Article with respect to Arbitration and the Arbitration process shall apply to Expedited Arbitration.

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Mar. 20, 2023</b>	<b>Time: 3:30pm</b>
UP#12	Article 12	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 12 - DISCHARGE, DISCIPLINE AND TERMINATION**

**12.01 Just Cause**

The Employer shall only discipline or terminate an employee for a just and reasonable cause . The burden of proof shall rest with the Employer.

**12.02 Progressive Discipline**

Disciplinary action taken by the Employer must be appropriate or proportional to the cause and shall, if / when appropriate, incorporate the principles of progressive discipline.

**12.03 Time Limits for Applying Discipline**

Whenever possible, a disciplinary meeting shall take place between a representative of the Employer, the employee and a union representative, or his/her designate, within fifteen (15) calendar days of the date that the Employer became aware of the circumstances giving rise to the discipline. Disciplinary action taken as a result of such meeting shall be applied within ten (10) calendar days of the meeting.

**12.04 Notice of Disciplinary Action**

The Employer shall provide the employee and the Union with a statement, in writing, of the disciplinary action being taken and the reasons for such action, at the time of taking any such action.

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**12.05**

**Union Representation**

- (a) When a meeting is to occur with an employee, and with respect to the discipline, discharge or termination of the employee, the Employer shall advise the Union office in advance, and a job steward or union representative must at all times be present.
  
- (b) An employee shall have the right to refuse to participate or to continue to participate in any meeting or discussion with the Employer which he or she believes ought to be subject to union representation under this Article 12.05 and such union representation is not present. An employee who exercises this right of "non-participation" shall not suffer any prejudice, penalty or discipline as a result.

**12.06**

**Oral Warning or Reprimand as Discipline**

An oral warning or reprimand shall be deemed to be a disciplinary measure provided that it has been formally documented and a copy provided to the union.

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PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Nov. 9, 2022	Time: 11:00am
UP#13	Article 13	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 13 – PERSONNEL FILES AND PERFORMANCE ASSESSMENTS**

**13.01 Personnel Files**

- (a) A personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall contain all formal reports and records concerning the employee’s employment and work performance. The Employer may maintain separate personnel files for payroll records and Workers’ Compensation Board recordsif/as required
- (b) No disciplinary notice shall be placed in any employee’s personnel file unless the employee is first advised of such notice by copy of such document.

**13.02 Employee Access to Personnel File**

An employee shall have the right to read and review the contents of their personnel file that are not privileged or confidential at any time, upon reasonable notice and written request to the Employer. An employee may request and shall receive a copy of any document, record or report contained in the employee’s personnel file that is not privileged or confidential.

**13.03 Union Access to Employee Personnel Files**

A representative of the Union shall have the right to read and review the contents of an employee’s personnel file that are not privileged or confidential at any time, upon

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written authorization of the employee and upon reasonable notice and written request to the Employer, provided such representative is not otherwise prohibited from accessing such information or documents. On request, the Union representative shall be provided with copies of any document, record or report contained in the employee's personnel file that is not privileged or confidential.

**13.04 Performance Assessments**

- (a) Where a formal written performance assessment of an employee's work performance is conducted, the employee shall be given sufficient opportunity to read, review and discuss the assessment. The performance assessment may be signed by the employee and the employee may indicate disagreement with the assessment by noting same on the assessment.
- (b) Formal performance assessments shall be used by the Employer as a means of assisting in the training and development of employees or to bring to the employee's attention areas that are unsatisfactory and/or require improvement.
- (c) A formal performance assessment which the employee concerned believes is unfair, and/or which contains incorrect information may be grieved in accordance with Article 11 of this Agreement.
- (d) A formal, regular annual or semi-annual performance assessment, if instituted by the Employer, may be used to discipline any employee.

**13.05 Disciplinary Notices**

All warnings, notices, letters or details which pertain to or constitute any form of complaint or discipline, or which otherwise reflect negatively upon an employee or his or her employment, which are more than twenty four (24) months old, shall not be considered in any assessment of the employee's performance or conduct or to support any subsequent action by the Employer, provided no further instance(s) of similar / same misconduct have occurred during the twenty four (24) month period.

**13.06 Compliance with Freedom of Information Legislation**

The Parties shall comply with all federal and provincial laws in respect of freedom of information including the Freedom of Information and Protection of Privacy Act of British Columbia.

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PROPOSALS 2022  
Union Proposals (UP Item)**

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PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Sep. 7, 2022</b>	<b>Time: 10:30am</b>
UP#14	Article 14	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 14 – PROBATIONARY EMPLOYEES**

**14.01 Probation Period**

- (a) A new employee, or an employee in a new position, shall be considered to be on probation for ninety (90) calendar days from the date he or she they commences employment.
- (b) The probation period may be extended by mutual agreement between the Employer and the Union.
- (c) Employees who transfer from a seasonal or casual position to a regular position of the same description will be exempted from that portion of the ninety (90) calendar days probation period which corresponds to the continuous time spent in the seasonal or casual job.
- (d) The Employer may terminate the employment of an employee during the probation period, or at the conclusion of such period, if, following a fair and reasonable assessment, the Employer determines that the employee is unsuitable for continued employment.
- (e) In the event of a termination pursuant to (d) above, the Employer must provide the employee with termination notice or pay, if any, as per the terms of the Employment Standards Act.

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PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: Mar. 20, 2023</b>	<b>Time: 3:30pm</b>
UP#15	Article 15	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 15 – SENIORITY**

**15.01      Definition of Seniority**

- (a) Seniority shall be defined as the length of an employee’s continuous service with the Employer within the bargaining unit, subject to the provisions of this Article 15.
- (b) Each employee in the bargaining unit, on the effective date of this Agreement, shall be given credit for continuous service for the entire time period between their last date of hire by the Employer and the effective date of this Agreement, and such continuous service shall apply for all purposes under this Agreement.

**15.02      Calculation of Seniority – General**

**(a)      Seniority Calculation**

Seniority shall be calculated as the elapsed time from the date an employee is first employed by the Employer within the bargaining unit, unless the employee’s seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the employee returns to work following the last break in his or her seniority.

**(b)      Determining Seniority For Employees Hired on Same Day**

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When two (2) or more employees commence work with the Employer on the same day their relative seniority shall be awarded based on order of birth during the calendar year. Should the employees have the same date of birth, seniority shall be determined alphabetically by last name.

**(c) Seniority Accrual When Absent From Work**

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any employee who is absent from work due to layoff; Statutory Holidays and days taken in lieu thereof; floating holidays; banked overtime taken as time off work; annual vacation; any leave of absence related to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved leave of absence or time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Article 15.02(d) below.

**(d) Payment of Union Dues to Preserve Seniority Accrual When Absent From Work**

If an employee continues to accrue seniority under this Agreement during any absence from work, such employee must continue paying union dues, fees and/or assessments directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. If the employee does not continue to make such payments, and a waiver is not granted by the Union, then such employee shall lose all accumulated seniority and employment shall be terminated.

**15.03 Calculation of Seniority – Full-Time Regular Employees**

Full-Time Regular employees shall accrue seniority under this Agreement in accordance with Article 15.02(a) above and all other applicable provisions of this Agreement.

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**15.04**

**Calculation of Seniority – Part-Time Regular Employees**

- (a) Seniority for Part-Time Regular employees shall be calculated on a pro-rata basis in accordance with the proportion of Full-Time Regular equivalent hours worked or deemed to have been worked. For the purposes of this calculation, it is agreed that the “full-time equivalent” hours on an annual basis shall be deemed to be two thousand and eighty (2,080).
  
- (b) For the purposes of Article 15.02(c) above, any agreed upon absence from work as specified in Article 15.02(c) by a Part-Time Regular employee shall be deemed to be time worked and seniority shall continue to accrue based on the average number of hours worked, per work day and work week, by the Part-Time Regular employee during the six (6) month period immediately prior to commencement of such absence, pro-rated in accordance with the proportion of Full-Time Regular equivalent hours worked.

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Signed off this 5th day of June 2023

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**15.05**      **Calculation of Seniority – Casual Employees**

Casual employees shall not accrue any seniority until such time as they obtain either Full-Time or Part-Time Regular employee status under this Agreement, in which case they shall be granted seniority retroactively from their last date of hire. For this purpose, seniority shall be calculated on a pro-rata basis in accordance with the proportion of Full-Time Regular equivalent hours worked, and their service shall be considered as continuous as long as there is time worked in consecutive calendar months.

**15.06**      **Calculation of Seniority – Probationary Employees**

Probationary employees shall not accrue any seniority until such time as they successfully complete their probation period per Article 14, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their last date of hire.

**15.07**      **Portability of Seniority Within The Bargaining Unit**

Any employee who changes employment status from Full-Time Regular or Part-Time Regular employee to another of these categories of employment, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

**15.08**      **Service Outside the Bargaining Unit**

- (a)      Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement.
  
- (b)      Upon a decision by the Parties or the Labour Relations Board of British Columbia, or any of its successors, that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, at his or her option, may be granted seniority credit for some or all of the period of the exclusion, provided it is approved by the Union

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and provided the person exercises such option in writing to the Union within thirty (30) calendar days of the date of entry into the bargaining unit. Seniority achieved under this Article 15.08(b) shall not be used to secure any job vacancy during the first six (6) months from the date of entry into the bargaining unit or to exercise any bumping rights under Article 17 during the first twelve (12) months from the date of entry into the bargaining unit.

- (c) An employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed six (6) consecutive months from the date of commencement of such work, subject to the provisions of Article 15.02(d) above. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the employee shall lose all seniority accumulated under this Agreement unless, by prior express written agreement between the Parties, the time limit has been extended. Any such extension agreed to by the Parties will not exceed six (6) consecutive months. An employee shall only have the right to accrue seniority under this Article 15.08(c) while working outside the bargaining unit one (1) time in any twenty-four (24) consecutive month period.

**15.09 Termination of Seniority**

An employee shall lose their seniority only in the event that:

- (a) they are discharged or terminated for just cause and subsequently not reinstated;
- (b) they voluntarily terminate their employment in accordance with this Agreement or abandon their position;
- (c) they are laid off and recalled and fail to return to work in accordance with this Agreement or they are on layoff for more than two years or their pre-layoff length of service, whichever is less;

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- (d) they accept any job or position with the Employer outside the bargaining unit, except as expressly provided otherwise by this Agreement;
- (e) they fail to maintain membership in good standing in the Union.

**15.10**      **Seniority List**

- (a) The Employer shall maintain an up-to-date seniority list including, but not limited to, the name, employment status, job title, job classification, hire date, seniority date and total hours worked of each employee in the bargaining unit.
- (b) The seniority list described in Article 15.10(a) above shall be posted by the Employer, on a bargaining unit wide basis, at six (6) month intervals and a copy shall be provided to the Union at six (6) month intervals.
- (c) Publication of the seniority list as prescribed by Article 15.10(b) above shall not prejudice the right of any employee or the Union to allege at any time improper seniority calculation or credit and to seek correction.

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PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Sep. 7, 2022	Time: 10:30am
UP#16	Article 16	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 16 - HIRING AND PROMOTION**

**16.01**

The Employer shall post and fill bargaining unit position vacancies from within the bargaining unit before hiring new employees, if employees are available who possess the necessary qualifications, skills and abilities to fill the vacant position, in the Employer's sole discretion. Where a vacancy has not been filled from within the bargaining unit or from the recall list, the Union will have the right to refer qualified employees from the Union unemployed roster, although the Employer has no obligation to hire such referred employees.

**16.02**

**Posting Bargaining Unit Position Vacancies**

**(a)** Except as expressly provided otherwise by this Agreement, all bargaining unit position vacancies shall be posted electronically and in paper form, by the Employer, on a bargaining unit wide basis for seven (7) consecutive calendar days in order to give all eligible employees an opportunity to apply for the position(s).

**(b) Posting To Contain Pertinent Details**

A posting shall state all pertinent details including, but not limited to, title, salary range, hours of work, duties, qualifications, any special conditions pertaining to the vacancy and the posting and closing dates of the posting and the date by which the vacancy is to be filled. For temporary vacancies, if the projected or actual end date is known by the Employer, this information shall

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be included in the posting. The Union will be notified whether the posting is a result of a replacement, addition to staff or new position.

**(c) Closing Date For A Posting**

The closing date of a posting shall be at least eight (8) consecutive calendar days from the date the Employer posted the vacancy.

**(d) Union To Receive Posting**

A copy of all postings shall be sent electronically to the designated Union representative at the time of posting.

**16.03 Eligibility for Posted Bargaining Unit Position Vacancies**

**(a) All Employees Are Eligible After Probation Period**

All employees who have completed their probation period per Article 14 shall be eligible to apply and be considered for any posted vacancy, except as expressly provided by Article 16.04 (e)(1) below.

**(b) Eligibility of Laid Off Employees**

All employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted vacancy during their period of recall.

**(c) Eligibility Of Late Applicants**

A late applicant may be considered for any posted vacancy, provided such employee's application is received by the Employer before any other person has been informed of being the successful candidate for the vacant position.

**16.04 Filling Posted Bargaining Unit Position Vacancies**

**(a) Applicants To Be Acknowledged**

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The Employer shall acknowledge receipt of each application for a posted vacancy and the applicants and the Union shall be advised of the name of the person selected to fill the vacancy and the employment status, seniority date and job title of that person and, in the case of a person hired from outside of the bargaining unit, of the external hire status of such person.

**(b) Interviews**

The Employer shall conduct selection interviews with all applicants for any posted vacancy who meet the selection criteria referred to in this Article. Notwithstanding the above, an applicant who has been interviewed for a posted vacancy with the same or similar title in the previous six (6) months will not be interviewed unless they advise the Employer of a change to their qualifications from the last application submitted. Paid time off work for such selection interviews shall be granted by the Employer. This Article 16.04 (b) shall not apply where the vacancy is filled by an Employee's return, in accordance with Article 16.07 (1) below, to a previously held position.

**(c) Withdrawal Of Applications**

An employee may, by written notice, withdraw any application for any posted vacancy at any time prior to the date listed on the posting for filling of the vacancy, without incurring any penalty or prejudice.

**(d) Rights Of Unsuccessful Applicants**

On request, the Employer shall give an unsuccessful applicant full reasons explaining why the employee's application was not successful and the employee shall have the right to grieve the matter in accordance with the grievance and arbitration provisions of this Agreement.

**(e) Impact Of Selection Grievance**

An employee who has been selected to fill a posted vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue but shall be advised in a timely manner by the Employer about the existence and nature of the Grievance. If, as a result of the grievance, such employee is removed from the position at issue, this person shall be returned to their former position and work location and shall be kept whole in all respects

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For the Union

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For the Employer

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under this agreement as if he or she had not been awarded the position in question, unless the Employer and the Union mutually agree in writing to alternative arrangements. If a person hired from outside the bargaining unit into a position at issue is removed from that position as a result of a grievance, such person may:

- (1) apply for any existing job vacancies, or
- (2) be given employment by the Employer outside the bargaining unit, or
- (3) be terminated

**16.05 Selection Criteria**

**(a) No Discrimination Or Favouritism**

The Employer shall ensure that in the exercise of its selection rights under this Article that no discrimination or favouritism affects any particular candidate.

**(b) Ability Test**

All selections under this Article shall be on the basis of relative qualifications and relative ability to perform the position, and shall include consideration of an employee's performance in their current position. Should more than one (1) employee within the bargaining unit meet the above requirements, then preference shall be given to the senior employee.

**16.06 Selection Criteria To Be Reasonably, Fairly and Consistently Established and Applied**

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any position must be related by the Employer reasonably, fairly and consistently to the duties to be performed as described in the position description.

**16.07 Priority for Selection**

In accordance with the provisions of this Article, preference in the filling of all position vacancies shall be given to candidates in the following order:

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- (1) The employee with the highest seniority who was previously displaced or laid off under Article 17 from the position now vacant. A job vacancy which is to be filled on this basis shall not require job posting.
- (2) The employee with the qualifications and ability, in accordance with Article 16.05 (b) above, and the highest seniority, in that order, who is the successful applicant on a posting for the vacant position.
- (3) If there are no applicants within the bargaining unit who possess the required skills, abilities and qualifications, as determined by the Employer, then the Employer may fill the vacancy by hiring outside the bargaining unit. Such outside hire must possess the required skills, abilities and qualifications for the position vacancy.

**16.08**

**Regular Employees Filling Temporary Vacancies**

- (a) A temporary vacancy may occur when a Part-time or Full-Time Regular employee is away from the workplace on an approved leave of absence or extended illness/injury. The length of temporary vacancy shall not exceed six (6) months in duration, but may be extended by mutual agreement between the parties.
- (b) A Full-Time Regular employee or a Part-Time Regular employee who secures pursuant to the provisions of this Agreement a temporary vacancy shall retain their status as either a Full-Time Regular employee or a Part-Time Regular employee, as the case may be, for the duration of such temporary assignment and shall retain all rights and entitlements applicable to either a Full-Time Regular employee or a Part-Time Regular employee, as the case may be, under this Agreement including, but not limited to, the right to apply for posted position vacancies. Upon completion of the temporary assignment, the Full-Time Regular employee or the Part-Time Regular employee, as the case may be, shall return to work in the position and work location he or she held immediately prior to the temporary assignment and shall be kept "whole" in all respects under this Agreement as if he or she had remained working in such former position for the duration of the temporary assignment, unless the Employer and the Union mutually agree in writing to alternative arrangements or, in the interim, the employee has obtained another job in the bargaining unit in accordance with the applicable

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provisions of this Agreement, in which case the employee shall be placed in the new position.

**16.09 Trial Period and Return to Former Position**

- 1) An employee selected to fill a posted vacancy under this Article will be considered on trial for a period of ninety (90) calendar days, starting on the date the employee commences work in the new position, after which the employee, if they are suitable for the position, will be confirmed in the new position.
- 2) During the trial period and prior to confirmation the Employer may elect to return the employee or the employee may elect to be returned to their former position or work location.
- 3) The exercise of a reassignment by the Employer will only be for legitimate business reasons. The employee will be required to provide legitimate reasons for their request to be returned. Dissatisfaction with his or her shift, however, will not be considered a legitimate reason for the employee's election to return to their former position.
- 4) The returning employee will return to their former classification without adverse impact on rate of pay, benefits and seniority or service accumulation. For greater certainty, an employee returned to the former position will be entitled to be placed on the wage scale they would have achieved if the employee had remained in the former position, but will not be entitled to foregone opportunities such as, without limiting the generality of the foregoing, foregone incentive earnings and overtime opportunities.
- 5) Where the returning employee's former position has been posted and filled by the appointment of a Regular employee, and the Regular employee has commenced work in the position, the returning employee will return to a shift as assigned by the Employer until the next shift bid.
- 6) Where the returning employee's former position has not yet been posted and filled by the appointment of a Regular employee, or the appointed Regular employee has not commenced working the position, the returning employee will return to their former shift.

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Signed off this 17<sup>th</sup> day of May 2023

For the Union

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For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: Sep. 8, 2022</b>	<b>Time: 3:37pm</b>
UP#17	Article 17	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 17 – LAYOFF, RECALL AND SEVERANCE**

**17.01**

If a reduction of staff is necessary, the Employer will first endeavour to make such reduction by attrition. Should this not be possible, the Employer shall give as much notice to the Union as possible, prior to implementing a reduction.

**17.02**

**Notice of Displacement or Layoff to Union**

**(a) Due to Lack of Work**

The Employer will provide the Union and the employee with as much notice as possible but not less than a minimum of ten (10) calendar days prior written notice when Regular employees are to be displaced or laid off due to a lack of work. The notice will specify the anticipated effective date of the displacement or layoff and the number, titles and positions of any/all employees who will be displaced or laid off.

**(b) Due to Introduction of New Procedure or Technological Change**

Such New Procedure or Technological Change shall mean:

- (i) a substantive, material change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is related to the introduction of new technology, including equipment or material; and which results in the displacement or layoff of one (1) or more Regular employees; or

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- (ii) the introduction by the Employer of equipment or material of a substantive, materially different nature or kind than that previously used by the Employer in its work, undertaking or business; and which results in the displacement or layoff of one (1) or more Regular employees.
- (iii) The Employer will provide the Union with a minimum of thirty (30) calendar days prior written notice when Regular employees are to be displaced or laid off due to introduction of new procedure or technological change. This notice will specify the nature of the new procedure or technological change, the date on which the Employer intends to introduce it, and the number, titles and positions of employees who may be displaced or laid off. At least fifteen (15) of the thirty (30) calendar days advance notice period must have elapsed before the Employer provides any affected employee with the written notice in 17.02 (a) above.
- (iv) Should the Employer implement a substantive, material change in the way that work is done, the Employer will provide adequate training to employees on such change.

**17.03 Notice to Affected Employees**

In the event that any Employees are subject to displacement or layoff for any reason under this Agreement, the Employer shall provide the employees with prior written notice or pay in lieu of such notice in accordance with the following:

Six Months to Three (3) Years of  
Continuous Service - Two (2) Weeks  
Plus for each one (1) year of completed, continuous service in excess of three (3) years, one (1) additional week to a total maximum of ten (10) weeks.

**17.04 Joint Impact Review Meeting**

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Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to this Article 17.03, the Parties shall convene a meeting within seven (7) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review will include identifying those employees whom it is anticipated may or will be displaced or laid off.

**17.05      Retraining**

The Employer agrees that Regular employees affected by the introduction of any technological or procedural change shall be entitled, based on relative ability, to retraining provided by the Employer.

**17.06      Displacement of Employees**

If a Regular employee affected by the introduction of technological or procedural change does not accept retraining in accordance with this Article, such employee shall be subject to displacement or layoff. Any displacement or layoff of a Regular employee resulting from the introduction of technological or procedural change shall be undertaken in accordance with the provisions of this Article.

- (a) The employee with the least amount of seniority in any job will be the first laid off from that job, but may displace an employee in a similar or lower classification with less seniority providing they are able to satisfactorily do the job. Employees who are displaced from their jobs as a result of such bump back procedure may themselves bump employees having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job.
  
- (b) Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the employer will not hire for, nor transfer, nor promote to such a classification while an eligible employee is available from the recall list.

**17.07      Recall**

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A Regular employee who is displaced and laid off under this Agreement shall have the right for a period of one (1) year or his length of service, whichever is less, from the date of his or her last being laid off to be recalled to work in accordance with Article 17.02(b).

**17.08**

Notice of recall to an employee who has been laid off shall be made by courier or registered mail to the last known address of the employee, with a copy to the Union office. The employee must respond to such notice within seven (7) calendar days of delivery. The employee must be available to go to work within fifteen (15) calendar days or such longer period as mutually agreed. An employee who is prevented from responding to a recall notice because of a documented illness or other legitimate reason beyond the employee's control, or who declines recall to a lower position, may be bypassed for the position available, but such employee shall not lose seniority and recall rights thereby. Where more than one employee is on the recall list in similar classifications, recall shall be made in order of seniority.

**17.09**      **Seniority Accrual During Layoff**

Seniority shall accrue for all purposes under this Agreement for any Regular employee who is laid off in accordance with this Agreement for the duration of such layoff, subject to the provisions of Article 15.09.

**17.10**

Employees who have been bumped will be returned to their former positions on the same basis as employees on the recall list subject to the seniority provisions of the list. An employee who accepts recall to a lower position than formerly held will be considered bumped for purposes of the operation of this section.

**17.11**      **Severance Pay Entitlement**

**(a) Regular Employees**

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A regular employee whose employment is terminated in accordance with the provisions of this Agreement shall be entitled to severance pay as set out in Article 17.02 (b) above.

**(b) Casual or Seasonal Employees**

It is understood and agreed that Casual or Seasonal employees shall not be entitled to any severance pay pursuant to this Article. Casual and Seasonal employees will only be entitled to notice of termination or pay in lieu thereof, if/as required by the Employment Standards Act.

**17.12 Severance Pay Rate**

Severance Pay shall be calculated at the employee's prevailing rate of pay at the date of termination of employment.

**17.13 Acceptance of Severance Pay**

It is understood and agreed that at such time as severance pay under this Article is paid in full, such employee shall have no further rights or entitlements under this Agreement, except for the following:

- (i) any vested rights or entitlements under the pension plan; and
- (ii) any other accrued benefits or entitlements not paid to the employee at the time of termination of employment; and
- (iii) continuation of any coverage the employee is entitled to receive, subsequent to his termination, under any benefit plan referred to in this Agreement.

**17.14 Benefit Entitlement During Layoff**

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The benefit plan coverage referred to in this Agreement may be continued for a laid off regular Employee at the option of the employee for the duration of the recall period provided the employee pays any applicable premiums or contributions related to the benefit program.

**17.15 No Reduction In Hours Of Work**

It is agreed that there shall be no partial reduction of hours of work for any Full-Time Regular employees in lieu of displacement or layoff, without the mutual agreement of the Parties.

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Signed off this 23rd day of May 2023

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For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Nov. 8, 2022 (V5)</b>	<b>Time: 1:00pm</b>
UP#18	Article 18	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 18 - JOB EVALUATION**

**18.01 Basis for Establishing Job Descriptions and Selection Criteria**

**(a) Job Description Must Reflect Major Duties**

It is understood and agreed that the primary basis for establishing job descriptions shall be the bona fide operational requirements of the Employer, however each job description shall reflect the major job duties of the work to be performed, and minor duties shall not have to be specified except in the event of a dispute.

**(b) Selection Criteria Must Relate To Major Job Duties**

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established as requirements for any job must relate reasonably, fairly and consistently to the major duties to be performed as described in the job description.

**18.02 New or Changed Jobs to be Discussed**

When an existing job is to be changed or a new job is to be created, the Employer shall discuss the proposed job description, selection criteria and salary rate or range with the Union prior to implementation of the changed or new job and shall provide the Union with a copy of the final job description. Employees shall be provided a copy of their job description upon request.

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**18.03      Salary Grievance**

In the event that the Parties cannot agree on the salary rate or range when an existing job is to be changed or a new job is to be created, as the case may be, the Employer shall have the right to implement the salary rate or range proposed by the Employer, and the Union shall have the right to grieve by submitting a dispute to arbitration in accordance with Article 11.

**18.04      Retroactivity**

Any pay adjustment arising pursuant to this Article shall be made as of the date the job description and salary rate or range was first implemented by the Employer.

**18.05      Job Descriptions**

Job descriptions, and any changes thereto, will be developed with input from the Labour/Management Committee and shall comport with relevant sections of Article 18, Job Evaluation.

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E&OE  
Signed off this 17<sup>th</sup> day of may 2023

For the Union

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For the Employer

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Mar. 20, 2023</b>	<b>Time: 9:00am</b>
UP#19	Article 19	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 19 - HOURS OF WORK AND SHIFTS**

**19.01 Hours of Work**

Each Full-Time Regular and Part-Time Regular employee will have an established shift. Shifts and shift hours required will be designated by the Employer. Changes of shifts shall be posted for the information of affected employees for a minimum of three (3) calendar days. Employees will select shifts in order of seniority.

**19.02 Shift Changes**

Employees will have the right to apply for a change of shift on an individual basis and, when practical, the Employer will make such change, provided there is no conflict with the provisions of Article 19.01 above. Qualified employees may arrange to exchange shifts or portions of shifts, on a temporary basis, provided prior written approval is obtained from the supervisor(s) concerned. There will be no penalty to the Employer for such temporary interchange of shift.

**19.03 Standard Working Hours**

**(a) Full-Time Hours Of Work Defined**

Each Full-Time Regular employee will be scheduled five (5) consecutive days per week, eight (8) hours per day excluding the unpaid lunch.

**(b) Part-Time Hours of Work Defined**

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Signed off this 17<sup>th</sup> day of May 2023

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Part-time hours of work may involve scheduled hours up to the standard number of daily hours of work for one (1) or more work days in any work week as prescribed by Article 19.03 (a) above, but scheduled hours shall not exceed thirty (30) hours of work in any work week without the prior written agreement of the Union, except when a new shift schedule commences or a voluntary shift change between two (2) employees occurs. Employees working full or part-time hours of work must have at least two (2) consecutive scheduled days off work, as days of rest, in each work week.

**19.04**      **Rest Periods**

Where practical, and subject to workload and employee availability / coverage, each employee shall receive two (2) paid rest periods, each of fifteen (15) consecutive minutes in duration, in each eight (8) hour work day. A Part-Time Regular employee who works in excess of six (6) hours but less than eight (8) hours per day shall receive one (1) paid rest period of fifteen (15) consecutive minutes in duration.

**19.05**      **Lunch Periods**

Each employee shall receive an unpaid lunch period free from work in each workday as follows:

- (a)    The standard lunch period shall be one-half (1/2) hour

**19.06**      **No Split Shifts**

There shall be no split shifts.

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Signed off this 17<sup>th</sup> day of May 20 23

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Nov. 9, 2022</b>	<b>Time: 11:00am</b>
UP#20	Article 20	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 20 - WAGE ADMINISTRATION**

**20.01 Salary Scales**

The job groupings and job titles in effect on the date of signing of this Agreement are set out in Appendix "A" of this Agreement along with the related salary or salary range(s) to apply during the life of this Agreement. It is understood and agreed that these salaries shall only be changed by the Employer in accordance with Article 18 or by mutual agreement between the Parties.

**20.02**

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate.

**20.03**

Recalled employees shall not receive any incremental increases that may have been due while they were on layoff.

**20.04**

Employees changing jobs within the same salary range will continue to receive their present salary and length of service progression. Employees who move to a lower classification as a result of bumping procedure will be paid at their former salary or at the maximum for the new job, whichever is the lesser. An employee returned to his or her former grade as a result of temporary promotion will return to their salary scale prior to the promotion as provided in Article 20.06.

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**20.05**      **Uniforms**

Employees required to wear uniforms while at work shall be provided with an adequate supply of such uniforms, or parts of uniforms, in good repair and fit. Overalls or coveralls as such will be provided by the Employer. It is understood that employees must dress in accordance with the Employer dress code.

**20.06**

All employees covered by this Agreement shall be paid on a bi-weekly basis.

**20.07**

The Employer agrees that provision of a personal vehicle for use on Employer business will not be made a condition of employment in any position falling within the Union's bargaining authority.

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Signed off this 17<sup>th</sup> day of May 2023

For the Union

Sam Colli

For the Employer

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<b>IUnion</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Mar. 20, 2023</b>	<b>Time: 3:30pm</b>
UP#21	Article 21	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 21 - OVERTIME**

**21.01**

Time and one-half (1 1/2x) shall be paid for all hours worked in excess of eight (8) hours in one day and/or forty (40) hours in one (1) week. Double (2x) time shall be paid for all hours worked in excess of twelve(12) hours in one day and in excess of eight (8) hours on a scheduled day off. Shifts will be worked in a continuous period except for breaks and will not be "split".

**21.02**

An employee retained more than fifteen (15) minutes beyond the end of the shift shall be paid not less than one-half (1/2) hour at the applicable rate of pay.

**21.03**

Employees will work shifts that have various starting times.

**21.04**

All time worked on a statutory holiday or an equivalent day off shall be paid at one and one-half (1 1/2x) the regular hourly rate for the hours worked.

**21.05**

The Employer will notify affected employees of the need for overtime work as soon as possible..

**21.06**

Employees called out to work outside their regular shift or who are called in during scheduled days off, vacations or statutory holidays, will receive a minimum of four (4) hours pay at overtime rates provided the employee reports for such work.

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**21.07**

Continuous time-off between completion of a shift and/or overtime following a shift and the commencement of any following shift shall be not less than eight (8) hours or, failing this, the second shift shall be considered overtime and paid at the overtime rate (1 and 1/2) in addition to regular salary, except where the selection of shift by the employees is involved.

**21.08**

The Employer will require written authorization of overtime in order for overtime hours to be worked and accepted, in accordance with the terms and conditions of this Agreement.

**21.09**

Where possible, overtime will be offered in an equitable manner among the employees in a classification who are able to perform the work. In the event overtime commitments cannot be met on a voluntary basis, the qualified employee(s) with least seniority will be selected, subject to the notice required by Article 21.05.

**21.10**

**Voluntary Overtime**

**Employees Who Are Exempt From Overtime Scheduling**

Employees who are on vacation or any leave of absence under this Agreement shall not be subject to any overtime scheduling unless otherwise agreed to by the employee. In addition, if an employee has a pre-existing family obligation they will be excused from overtime.

**21.11**

**Overtime Meal Provisions**

Where an employee is required to work four (4) hours or more after his or her regular shift, a one-half (1/2) hour unpaid meal period will be allowed.

**21.12**

**Transportation Home When Unscheduled Overtime Worked**

Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, provide or pay reasonable costs for alternate transportation to the employee's home if the employee's normal means of transportation is not available

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Signed off this 17th day of May 2023

For the Union

For the Employer

Sam Colli

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Mar. 20, 2023</b>	<b>Time: 3:30pm</b>
UP#22	Article 22	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 22 – TRAVEL ALLOWANCE, USE OF PERSONAL VEHICLE AND PARKING**

**22.01 Headquarters**

Each employee in this bargaining unit has a designated headquarters of the PrairieCoast Langley location.

**22.03 Personal Vehicle**

Should an employee be requested to utilize their personal vehicle on behalf of the employer, it is at the choice of the employee. Travel time will be deemed time worked and the employee will be reimbursed for mileage as per the Canada Revenue Agency reasonable mileage allowance rates.

Should the employer request that an employee travel for business purposes for more than six (6) days per month, business class insurance will be paid for by the employer.

**22.04 Free Parking At Employer Workplaces**

The Employer shall provide on-site parking at no cost to the Employees, for Employees who use their personal vehicles for transportation to travel between their homes and their workplace.

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Signed off this 17<sup>th</sup> day of May 2023

For the Union

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Apr 6, 2023</b>	<b>Time: 9:30am</b>
UP#23	Article 23	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 23 - STATUTORY HOLIDAYS**

**23.01**

The Employer agrees to provide all regular employees with the following statutory holidays, without loss of pay:

- |                |   |
|----------------|---|
| New Year's Day | Labour Day                                |
| Family Day     | National Day for Truth and Reconciliation |
| Good Friday    | Thanksgiving Day                          |
| Victoria Day   | Remembrance Day                           |
| Canada Day     | Christmas Day                             |
| B.C. Day       | Boxing Day                                |

and any other day that may be stated a gazetted public holiday for private sector employers in BC by the provincial and/or federal government or as passed by order-in-council.

Boxing Day will be recognized should it fall on any day of the week from Monday to Friday, but not recognized should it fall on a weekend day.

**23.03**

In the event any of the holidays enumerated in Article 23.01 above, occur during the period of an employee's vacation, scheduled days off or accumulated statutory

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For the Union

For the Employer

Sam Coll

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holiday period, an additional day(s) vacation with pay will be allowed for each holiday so occurring or by agreement of the Employer, the extra day can be given in wages.

**23.04**

Employees who are scheduled for time off on a statutory holiday or a day off in lieu of a statutory holiday will receive normal straight time earnings for these days provided that on the working day immediately before and on the working day immediately following the holiday they were at work.

**23.05 Pay For Statutory Holiday**

Employees whose regular shift(s) require them to work on statutory holidays provided herein will be paid at one and one-half (1 1/2 x) times their regular hourly rate for the time worked in addition to their regular salary. The Employer agrees that on statutory holidays, the staffing of employees will only be the minimum crew required to operate the business.

**23.06 Work On A Statutory Holiday**

Employees whose regular shift does not require them to work on a statutory holiday provided herein but who are called in to work on a statutory holiday, shall be paid in accordance with the overtime provisions of Article 21.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: Apr. 6, 2023</b>	<b>Time: 9:30am</b>
UP#24	Article 24	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 24 - VACATIONS AND VACATION PAY**

**24.01 Basis for Earning Vacation Entitlement**

The calendar year will govern attainment and entitlement of vacation.

**24.02 Vacation Days Entitlement**

All employees shall be entitled to:

- (a) Ten (10) working days' vacation after one (1) or more years of employment.
- (b) Fifteen (15) working days' vacation after five (5) or more years of employment.
- (c) Twenty (20) working days' vacation after ten (10) or more years of employment.

**24.03 Vacation Pay**

Vacation pay will be at the current regular salary or at 4% or 6% or 8% of gross salary for the period in which vacation was earned for ten (10), fifteen (15), or twenty (20), days' vacation respectively, whichever is greater.

**24.04 Vacation Selection**

- (a) (i) **Subject to Operational Requirements**

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Selection of vacation periods under this Agreement shall be subject to the Employer's operational requirements, which right the Employer must invoke prior to any vacation selection process in Article 24.04(d).

**(b) Vacation Selection By Seniority**

Employees shall select their vacation periods in order of seniority, from highest to lowest, as defined in this Agreement.

**(c) When Vacation Selection is To Occur**

- (i)** Scheduling of vacation pursuant to this provision shall be undertaken once in each calendar year for vacations to be taken during the next calendar year.
- (ii)** It is agreed the Employer's operational requirements shall be set out in the vacation bid calendar on which employees select their vacation. This vacation bid calendar shall be posted no later than November 15.
- (iii)** Vacation selection by seniority in the employee's classification shall commence no later than November 15. Vacation selection shall be completed by December 15 of the prior year unless an extension is mutually agreed between the Employer and the Union.
- (iv)** The senior employee who has not bid will be given 48 hours to select one vacation period of consecutive weeks. A senior employee who fails to make a selection within the 48 hours shall be moved to the bottom of the seniority list and shall not have the opportunity to select again until after all other employees in the classification have had the opportunity to select.

**(d) Split Vacations**

Vacations may be taken in split periods if requested by the employee and agreed upon by the Employer.

**(e) Vacation Days**

An employee may elect to take his or her vacation allowance in periods of less than one (1) week. The days shall be scheduled at any other time of the year as follows:

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- (i) the employee shall give the Employer 7 days' notice of the day or days the employee wishes to take as vacation.
- (ii) the Employer shall approve such requests on a "first requested, first approved" basis, according to the Employer's operational needs at the time.
- (iii) the booking of these dates will be subject to the Employer's operational requirements at that time.

**24.05 Vacation Schedule Change**

An employee's vacation period, scheduled in accord with the provisions of this agreement, shall not be subject to change by the Employer.

**24.06 Pro-ration of Vacation Entitlement**

- (a) Approved absences paid for by the Employer, including annual vacation, and absences due to leave for Union business or maternity leave or absences as a result of an injury covered by Workers' Compensation shall not reduce an employee's vacation entitlements in the subsequent calendar year.
- (b) Where an accumulation of absences due to sick leave exceeds six (6) calendar months in any calendar year, vacation entitlement in the following calendar year will be reduced by one-sixth (1/6) for each full month of absence in excess of six (6) calendar months.
- (c) Where an accumulation of absences, other than those stipulated in Article(s) 24.06 (a) and (b) exceeds three (3) calendar months in any calendar year, vacation entitlement in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) calendar months.

**24.07 Termination of Employment**

- (a) An Employee whose employment is terminated for any reason shall be entitled to receive vacation pay for any earned vacation entitlement not taken as provided for under this Article.

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(b) In the event that an employee dies while employed by the Employer, such employee's vacation entitlements shall be paid to the employee's named beneficiary, or where there is no named beneficiary, to the employee's estate.

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Mar. 20, 2023</b>	<b>Time: 3:30pm</b>
UP#25	Article 25	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 25 - MEDICAL CERTIFICATES AND EXAMINATIONS**

**25.01 Medical Notes**

An employee may be required by the Employer, in its discretion, to obtain (at the Employee's cost, if any) and produce a note from an appropriate physician or other medical practitioner of the employee's choice for any absences which are in excess of three (3) consecutive working days which certifies that the employee was absent due to illness or injury. Should the Employer have reasonable cause to believe that an employee is misusing sick leave, the Employer may require additional documentation.

**25.02 Confidentiality of Medical Information**

The Employer and any Union Representative employed by the union who have access to medical information pertaining to any employee shall protect the confidentiality of such material in accordance with the law. This shall not prevent the proper introduction of such material into evidence in legal proceedings in which the material is relevant to those proceedings.

**25.03 Costs Borne By The Employer**

The costs for obtaining a subsequent medical certificate, examination or report requested by the Employer (in addition to the first note referred to in article 25.01 above) shall be borne by the Employer. Such medical certificate may provide information in relation to the nature of the illness or injury, the prognosis for recovery, the expected date for a return to work, and any accommodation(s) which

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may be required upon the employee's return to work. The Employer shall give reasonable notice to any employee thus required to produce a medical certificate.

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#26	Article 26	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 26 - SICK PAY**

**26.01**

- (a) All regular employees who have one (1) years' seniority or more shall be paid their regular straight time pay for each absence as a result of a bona fide illness up to a maximum of five (5) days per calendar year. The employer, in its sole discretion, may request reasonable proof of illness.
- (b) An employee shall be eligible to utilize such sick days in the event of the illness of a dependent child, in which case the employer, in its sole discretion, may request reasonable proof of illness.
- (b) A new Regular employee who has not obtained one (1) year of seniority will receive pro-rata sick days with pay to the balance of the calendar year.

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PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#27	Article 27	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 27 - MATERNITY/ADOPTION/PARENTAL LEAVE OF ABSENCE**

**27.01 Maternity Leave**

The Employer will adhere to the provisions of Sections 50 and 51 of the B.C. Employment Standards Act in respect of maternity and parental leaves of absence.

**27.02 Adoption Leave**

Adoption Leave shall be granted in accordance with the Employment Standards Act of British Columbia and requests for extensions of such leave shall not be unreasonably denied.

**27.03 Parental Leave**

- (1) An employee who requests parental leave under this section will be granted a leave of absence without pay:
  - (a) for a parent who takes leave under Article 27.01 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks beginning immediately after the end of the leave taken under Article 27.01 unless the Employer and the employee agree otherwise.
  - (b) for a parent who does not take leave under Article 27.01 in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to sixty-two (62) consecutive weeks beginning after

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the child's birth and within seventy-eight (78) weeks after the birth of a child.

- (a) for an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee will be granted up to five (5) additional weeks of unpaid leave beginning immediately after the end of the leave of absence taken under Article 27.03 (1).
- (3) A request for leave must:
  - (a) be given in writing
  - (b) if the request is for leave under Article 27.03 (1) (a) or (b), be given to the Employer not less than four (4) weeks before the employee proposes to commence the leave of absence, and
  - (c) be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

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PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>MAR. 20, 2023</b>	<b>Time: 3:30PM</b>
UP#28	Article 28	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 28 - ADDITIONAL LEAVES OF ABSENCE**

**28.01**

The Employer will adhere to the Provisions of the B.C. Employment Standards Act in respect of any non-maternity or non-parental leaves of absence.

**28.02 Bereavement Leave**

- a) In the event of death in an employee's immediate family (which is defined as spouse, qualified domestic partner, child and step-child, parent or spouse's parent, brother or sister and spouse's brother or sister, grandparent or spouses grandparent) the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days through and including the day of the funeral, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at their straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium.
- b) In the event of the death of an employee's aunt, uncle, niece or nephew, the employer shall be entitled to one (1) regular working day off compensated at their straight time hourly rate.

**28.02 Personal Leave**

A leave of absence without pay for personal reasons, not to exceed thirty (30) calendar days, may be granted by the Employer at its discretion. The Union will be advised of such leave at the time it is to go into effect.

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**28.03**

**Employee Entitlements During Leaves of Absence**

An employee granted any leave of absence, or extension, pursuant to this Agreement shall be kept "whole" in respect of seniority, service and vacation accrual; the right to apply for job postings; benefit plan coverage, and such other rights, obligations and entitlements pertaining to length of service as if he or she has remained working for the duration of the leave of absence, including any extension hereto, unless this Agreement expressly provides otherwise. Upon completion of any leave of absence granted pursuant to this Agreement, the employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave, unless in the interim he or she has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the employee shall be placed in the new job.

**28.05**

**Failure to Return to Work on Completion of Leave**

An employee whose return to work is delayed following conclusion of any leave of absence granted pursuant to this Agreement shall be required to provide the Employer with reasonable grounds for the delay. In the event the employee does not provide reasonable grounds for the delay, the employee shall be subject to discipline up to and including discharge or termination.

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union Number</b>	<b>Affected Article/MOU</b>	<b>Mar. 20, 2023</b>	<b>Time: 9:00am</b>
UP#29	Article 29	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY**

**29.01 Statutory Compliance**

The Employer shall provide a work environment which is in compliance with all applicable legislation governing the workplace with respect to the health and safety of the employees.

**29.02 Employer Policy**

- (a) As Occupational Health and Safety are integral to the Employer's commitment to employees, its operations and success, the Employer will make every effort to prevent accidents and protect the health and safety of employees. In this regard, the Employer will maintain a formal policy governing Safety and Occupational Health during the term of this Agreement.
- (b) The Employer shall provide the Union and each employee with a current copy of its Occupational Health and Safety policy.
- (c) The Occupational Health and Safety Committee shall consist of two (2) representatives appointed by Management and two (2) representatives appointed by the Union.
- (d) Employee representatives shall suffer no reduction of wages, benefits or other rights or entitlements under this Agreement for time spent in attending

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Health and Safety Committee meetings or other functions related to Committee activities as designated and approved by the Committee.

**29.03 Safety Equipment, Appliances and Clothing**

\_\_\_\_\_ (a) The Employer shall supply, at no cost to the employees, such equipment, appliances and/or clothing as deemed necessary and reasonable to ensure the occupational health and safety of employees. Such items provided by the Employer shall remain the property of the Employer and shall be returned to the Employer on termination of employment.

\_\_\_\_\_ (b) In addition to the above, the Employer will pay to employees required to wear safety footwear up to one hundred fifty dollars (\$150.00) per year for safety footwear to be worn in the performance of work duties. To be eligible for such reimbursement, an eligible employee must provide the Employer with an acceptable receipt of purchase for such footwear.

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#30	Article 30	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 30 - WORKERS' COMPENSATION SUPPLEMENT**

**30.01 Leave of Absence**

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation. During such leave of absence, the employee shall continue to accrue seniority.

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Mar. 20, 2023</b>	<b>Time: 3:30pm</b>
UP#31	Article 31	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 31 - BENEFIT PLANS**

**31.01 Medical Coverage and Extended Health Benefits**

- (a) All employees and their spouse including common-law spouses and dependent children shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees shall also be covered by an Extended Health Care Plan as outlined in the Sun Life Financial Benefits Plan Booklet. The Plan will pay all eligible expenses.
- (c) Eligible new employees are covered following three (3) months of continuous service.
- (d) Premiums for both Plans as defined in Article 31.01(a) and 31.01 (b) will be paid by the Employer. Participation in the Plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted Plans of the Employer.
- (e) The Employer will provide a direct pay card to all eligible employees.

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**31.02 Group Life Insurance**

The Employer will provide all employees regularly working twenty (20) hours or more in any given calendar week, with life insurance benefits under the terms of the Sun Life Financial Group Life Insurance Policy. Coverage will be effective following three (3) months of continuous service.

The life insurance benefit will be no less than \$50,000.

The life insurance benefit is at the cost of the employee.

**31.03 Dental Plan**

(a) All employees regularly working twenty (20) hours or more in any given calendar week, their spouses, including common-law spouses and dependent children shall be eligible for coverage under the Employer's Dental Plan following three (3) months of continuous service. The Dental Plan shall include the following:

Plan A Basic Dental Care – 80% of eligible expenses.

Plan B Major Dental Procedures – 50% of eligible expenses.

Plan C Orthodontics – 50% of eligible expenses.

Payment of benefits under the Plan is based on the current B.C. College of Dental Surgeons Schedule of Fees. The annual limit per person enrolled in the Plan under Plan A and Plan B shall be two thousand dollars (\$2000.00) per annum.

For coverage, see Benefit Plan.

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**31.04** Vision Care

The Employer shall provide vision care coverage for all employees regularly working twenty (20) hours or more in any given calendar week, their spouses, including common-law spouses and dependent children following three (3) months of continuous service.

- a) Corrective lenses and frames or Contact lenses or eye correction surgery to a maximum of three hundred dollars (\$300.00) in any twelve (12) months for a person under eighteen (18) years of age or in any twenty-four (24) month period for any other person enrolled in the benefit plan.
- b) Employees will be covered for one eye examination each twenty four (24) month period.

**31.05** Paramedical Services

Coverage 100% of the costs, up to a maximum of five hundred (\$500.00) dollars per person per specialty in a benefit year for the paramedical specialists listed below:

- a) licensed psychologists
- b) licenced social workers
- c) Clinical counsellors who are active members of a provincial association which is approved by Sun Life Financial
- d) licensed massage therapist
- e) licensed speech therapists
- f) licensed physiotherapist
- g) licensed naturopaths
- h) licensed acupuncturists
- i) licensed audiologists
- j) licensed dieticians
- k) licensed occupational therapists
- l) licensed osteopaths or osteopathic practitioners, including a maximum of one x-ray examination each benefit year.

**31.06** Travel Medical Insurance

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Full-Time Regular and Part-Time Regular employees will be covered under a Travel Medical Insurance Plan for amounts in accordance with the Employer procedures against death or injury sustained while travelling on Employer business.

**31.07 Details About Benefit Plans**

- (a) Details about the Plans referred to in this Article are provided in the Employer's Sunlife Financial Group Benefits Book, as revised from time to time.
- (b) The Employer agrees to provide the Union with a copy of each contract entered into with the insurance carrier or any other third party providing any of the benefit plan(s) coverage referred to in this Article and any subsequent amendments made to each such plan. Each such contract, and any amendments thereto, shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply.
- (c) The Employer agrees that any changes made to the Benefit Plan by the Employer must be discussed and agreed to by the union.

**31.08 Benefit Plans Coverage While on Vacation or Leave of Absence**

- (a) Benefit plans coverage under this Agreement shall continue in full for all eligible employees while they are on vacation or any paid leave of absence.
- (b) A regular employee on leave of absence without pay for a period of more than thirty (30) consecutive calendar days shall be required after the first thirty (30) calendar days of such leave to pay the whole cost of the applicable benefit coverage for the remainder of his or her unpaid leave of absence, except that the Employer will maintain and pay the entire cost of the Employee's benefits if required under federal or provincial law.

**31.09 Accidental Death And Dismemberment Insurance Plan**

The Employer will continue to provide all eligible employees with Accidental Death and Dismemberment Insurance benefits under the terms of the applicable insurance policy. Coverage will be effective following three (3) months of continuous service.

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Accidental Death and Dismemberment Insurance shall be no less than \$50,000. The Accidental Death and Dismemberment Insurance is at the cost of the employee.

**31.10 Extended Health Care Benefits**

Prescription drugs will be covered as follows:

Tier 1 80% for selected best value drugs and supplies. The majority of covered drugs and supplies are classified in tier 1.

Tier 2 50% for selected drugs and supplies, where better value alternatives exist under tier 1.

Tier 3 20% for selected drugs and supplies, where better value alternatives exist under tier 1 or tier 2.

**31.11 Health Spending Account**

Each employee shall have access to three hundred dollars (\$300) for health spending each year. Criteria is as established by the plan administrator.

**31.12 RRSP Contribution Plans**

After 1 year of employment the Employer will match employee contributions up to \$1,700 annually.

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Nov. 9, 2022 (v5)</b>	<b>Time: 11:00am</b>
UP#32	Article 32	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 32 - LABOUR - MANAGEMENT RELATIONS**

**32.01 Labour/Management Committee**

The Employer and the Union hereby agree to establish a joint Labour/Management Committee to consist of two (2) representatives of each Party, with each Party selecting its own representatives.

**32.02 Objective of Committee**

- (a) The objective of this Committee will be to discuss and to attempt to resolve problems and complaints affecting either Party to this Agreement in a cooperative endeavour to promote harmonious relations between the Employer, the employees and the Union.
- (b) Subjects discussed by the Committee will not include any matter being processed under the Grievance or Arbitration procedures contained in this Agreement, unless mutually agreed to by the Parties.

**32.03 Committee Meetings**

- (a) The Committee shall meet on an as needed basis, but not more than once per month.

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(b) Either Party may request that a meeting of the Committee be convened by providing the other Party with written notice. Each Party shall submit to the other Party, seven (7) days prior to any scheduled meeting, a list of matters to be discussed and such lists shall comprise the agenda for the scheduled meeting.

(c) Attendance by any employee at any meeting of the Committee, or performing any other functions related to Committee activities as designated and approved by the Committee, shall be deemed to be time worked and requests for such time off shall not be unreasonably denied. Under these circumstances, an employee shall receive all pay and all other rights and entitlements under this Agreement as if they had remained working.

**32.04      Selection of Chairperson**

Chairing of any meeting of the Labour/Management Committee shall be rotational between the Employer and the Union on a meeting-by-meeting basis.

**32.05      Minutes of Meeting**

Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member, the Employer and the Union.

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Mar. 20, 2023</b>	<b>Time: 9:00am</b>
UP#33	Article 33	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM**

**33.01 Purpose**

- (a) The purpose of the Employee Assistance Program shall be to facilitate treatment for employees whose attendance, job performance or behaviour while at work is adversely affected by mental illness, substance abuse or other personal problems, through a process of problem identification, assessment, referral and treatment on a confidential basis.
- (b) The purpose of the Employee Assistance Program shall also be to provide employees with an opportunity to resolve problems of a personal nature which are adversely affecting work attendance, job performance or behaviour while at work.

**33.02 Nature of Program**

The Employer shall provide a mutually acceptable Employee Assistance Program using an independent, neutral third party to provide the service(s). The contract for such service(s) and any change(s) thereto shall be subject to approval by the Union. The Employer shall provide each employee and the Union with a copy of this EAP contract.

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**33.03**      **Participation**

All employees shall be eligible for participation in the Employee Assistance Program. An employee may participate on a voluntary basis, or mandatorily as described in Article 33.04 below.

**33.04**      **Employer Initiated Referral**

An employee may be referred to the Employee Assistance Program by the Employer as a result of deteriorating attendance or job performance or inappropriate behaviour while at work, where it is believed that the cause of the problem is of a personal nature.

**33.05**      **Time Off Work**

An employee shall be given an unpaid leave of absence while participating in any treatment program under the Employee Assistance Program. During such period of time the employee shall not be paid; however, in all other respects the employee shall be kept "whole" with respect to all seniority, benefits and other rights and entitlements which would accrue under this Agreement had the employee remained working.

**33.06**      **Privacy and Confidentiality**

The Parties agree that participation in the Employee Assistance Program shall not operate so as to invade the privacy of any employee, except with the employee's consent.

**33.07**      **Funding**

All cost related to establishing and functioning of the Employee Assistance Program shall be borne by the Employer.

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Nov. 9, 2022	Time: 11:00am
UP#34	Article 34	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 34 - Government Action Affecting Agreement**

**34.01 Government Action Affecting Agreement**

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise declared invalid, inoperative, or unenforceable, by any competent authority or applicable legislation:

- (a) The remaining provisions of the Agreement shall remain in full force and effect.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Article 34.01(a) above.
- (c) If mutual agreement cannot be reached as provided in Article 34.01(b) above, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sam Colli

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(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>Apr. 6, 2023</b>	<b>Time: 9:30am</b>
UP#35	Article 35	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**ARTICLE 35 - TERM OF AGREEMENT**

**35.01 Duration**

This Agreement shall be binding and remain in full force and effect from date of ratification to midnight August 19, 2024 and thereafter in accordance with this Article.

**35.02 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by a duly authorized representative of the Employer or a duly authorized representative of the Union giving written notice to the other party on or after the 19<sup>th</sup> day of April, 2024.

(b) Where no notice is given by either Party prior to the 22nd day of May, 2024, both Parties shall be deemed to have given notice under this Clause, and thereupon Article 35.03 applies.

**35.03 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 35.02 above, the Parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sara Collins

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**35.04 Change in Agreement**

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

**35.05 Agreement to Continue in Force**

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

**35.06 Effective Date of Agreement**

The provisions of this Agreement shall come into force and effect on the date of ratification of this Agreement.

**35.07 Exclusion of Operation: Section 50(2), Labour Relations Act**

The Parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia and any subsequent equivalent legislative provisions.

E&OE  
Signed off this 17<sup>th</sup> day of May 20 23

For the Union

For the Employer

Sam Gol

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**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> May 12, 2023	<b>Time:</b> 3:57 pm
UP#36	APPENDIX A	<i>Wages, bonuses, commissions, Job Grouping and Titles to be discussed.</i>	

**Appendix "A"**

**Salary Scales**

Implementation of attached wage grid and increases:

Langley Wage Scale Proposal	
<b>SERVICE TECHNICIANS</b>	
0 - 4 YEARS exp	\$ 23.00
4 - 8 YEARS exp	\$ 27.00
> 8 YEARS exp	\$ 31.00
\$5.00 Premium 5 Series >	
<b>PARTSPERSON</b>	
0 - 4 YEARS exp	\$ 21.00
4 - 8 YEARS exp	\$ 23.00
> 8 YEARS exp	\$ 25.45
<b>SHIPPER / RECEIVER</b>	
0 - 4 YEARS exp	\$ 19.00
4 - 8 YEARS exp	\$ 22.00
> 8 YEARS exp	\$ 25.00
<b>YARDPERSON</b>	
0 - 4 YEARS exp	\$ 18.60
4 - 8 YEARS exp	\$ 20.00
> 8 YEARS exp	\$ 22.00
<b>SERVICE WRITER</b>	
0 - 4 YEARS exp	\$ 19.00
4 - 8 YEARS exp	\$ 22.00
> 8 YEARS exp	\$ 25.00
<b>SALESPEOPLE</b>	
0 - 4 YEARS exp	\$45,000
4 - 8 YEARS exp	\$52,000
> 8 YEARS exp	\$62,000

**Red Circle**  
**Ryan M 32.55**  
**Brad L 33.07**  
**Grant D 36.17**  
**Brian M 24.19**

**To Scale**  
**Jill B 25.45**  
**Leslie M 25.45**  
**Jon P 18.60**  
**George V 62,000 / annual**

E&OE  
 Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sara Cole

\_\_\_\_\_

Agreement length from date of ratification until August 19, 2024

Service Technician Stipend of \$5 per hour for Premium 5 Series agricultural equipment or above.

**Allowances, Bonuses, Commission**

**Fiscal 2023 Parts Bonus Plan (for the period November 1, 2022 to October 31, 2023)**

Bonus Part 1: Langley Sales Budget met upon (2023 parts sales budget \$2,975,179)

- Completion of 1<sup>st</sup> Quarter (Jan 31/2023) Sales Goal through Jan 31/2023: \$562,247
- Completion of 2<sup>nd</sup> Quarter (April 30/2023) Sales Goal through April 30/2023: \$847,888
- Completion of 3<sup>rd</sup> Quarter (July 31/2023) Sales Goal through July 31/2023: \$997,827
- Completion of 4<sup>th</sup> Quarter (Oct. 31/2023) Sales Goal through Oct. 31/2023: \$567,217

Bonus Payable if goal met: \$500.00 per eligible employee

Bonus Part 2: Gross Margin budget met upon completion of yearend (Oct 31/2023)

Gross margin Goal for fiscal year 2023: \$1,236,487

Bonus Payable if 100% budget is met: \$1500.00 per eligible employee

Bonus Payable if 102% budget is met: \$2000.00 per eligible employee

Bonus Payable if 105% budget is met: \$2500.00 per eligible employee

Branch parts department must maintain 35% GM for yearend bonus payout

**Fiscal 2024 Parts Bonus Plan (for the period November 1, 2023 to October 31, 2024)**

Same structure as 2023, but targets may be adjusted to align with 2024 business objectives, in PCE's discretion.

Fiscal 2023 Equipment Sales Accelerator Plan (November 1, 2022 to Oct 31, 2023)

New and Used equipment will be paid at the commission of 10% of gross margin dollars.

An additional commission accelerator kicks in of 5% of gross margin dollars, once the employee's gross margin dollar level of \$400,000 is achieved.

The accelerator applies to the gross margin dollars earned on all the remaining deals completed in Fiscal 2023 after the gross margin dollar level is met.

Fiscal 2024 Equipment Sales Accelerator Plan

Same structure as 2023, but accelerator level may be adjusted to align with 2024 business objectives, in PCE's discretion.

Delivery costs and arrangements as per the Memorandum of Settlement signed by the employer on January 10, 2023.

Long-term Service Award eligibility for all employees as per PrairieCoast Employee Handbook RRSP Match

After 1 year up to \$1,700 annually

E&OE  
Signed off this 17<sup>th</sup> day of May 2023

For the Union

For the Employer

Sara Cole





(Canadian Office and Professional Employees Union, Local 378)

**PrairieCoast Equipment  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#37	APPENDIX B	<i>Proposed new language to be discussed. (The union reserves its rights and entitlements to amend or modify this proposal as deemed necessary).</i>	

**APPENDIX “B”  
JOB DESCRIPTIONS**

Job Descriptions for all positions will be incorporated into the Collective Agreement under this new Appendix “B”.

The Union has provided the following job descriptions previously received from the Employer:

- Shipper/Receiver
- Service Technician
- Partsperson
- Yardperson

The Employer is to provide the following job descriptions at the time of signing of this MOA:

- Salesperson
- Service Writer

E&OE  
Signed off this 5th day of June 20 23

For the Union

For the Employer



\_\_\_\_\_



JOHN DEERE

# PRAIRIECOAST

equipment

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Appendix 3  
Job Description

Job Description – Parts Counter Salesperson dated for reference November 16, 2020

Position: Parts Counter Salesperson

**JOB DESCRIPTION:**

Reports To: Langley Parts Manager

Job Duties

- Promotes and sells products and/or services to meet customer needs
- Supplies Service Technicians with parts as required
- Assists with preparing and maintaining merchandise displays
- Verifies receipting-in of shipments and assists with placing Machine Down and Stock Orders in their proper inventory locations
- Assists in keeping parts department clean and orderly
- Follows up on shortages and expedites issues by reporting to the manager
- Assists in maintaining all departmental tools, equipment, and vehicles are in good working order

This Agreement outlines some of the specific services to be provided to the company and may have items added, removed or amended as agreed from time to time between the two parties.

By signing this Agreement, the employee is in acceptance of this Agreement.

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JOHN DEERE

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Appendix 3  
Job Description

Job Description – Service Technician dated for reference February 26, 2018

Position: Service Technician

**JOB DESCRIPTION:**

Reports To: Langley Service Manager

Job Duties

- Performs basic service tasks as assigned
- Develops skills in removal, disassembly, and reconditioning of components
- Participates in Service EDUCATE Training programs required for the development of skills and knowledge
- Assists senior technicians as needed
- Maintains the condition of service vehicles, trailers, tools and equipment
- Maintains a clean work area and performs work in a neat and orderly fashion
- Follows all safety rules and regulations in performing work assignments
- Completes all reports and forms required in conjunction with job assignments
- Accounts for all time and material used in performing assigned duties
- May perform pre-delivery set-up and inspection on new equipment
- Other duties as assigned

This agreement outlines some of the specific services to be provided to the company and may have Items added, removed or amended as agreed from time to time between the two parties.

By signing this agreement the employee is in acceptance of this agreement.



JOHN DEERE

# PRAIRIECOAST

equipment

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Appendix 3  
Job Description

Job Description – Shipper Receiver dated for reference February 22, 2021

Position: Shipper Receiver

**JOB DESCRIPTION:**

Reports To: Langley Parts Manager

**Job Duties**

- Process all required paperwork and maintain adequate records for reporting and tracking.
  - Maintain filing of shipping documents.
  - Prepare and schedule shipments as assigned.
  - Oversee the secure and accurate loading and unloading of deliveries.
  - Tracks and verifies receiving and receipting-in of parts shipments, prioritizes customer and service parts for delivery.
  - Report discrepancies to immediate supervisor.
  - Manage inventory of shipping materials and supplies.
  - Create purchase requisitions and obtain approval prior to placing supply orders.
  - Sort and distribute incoming shipments.
  - Perform quality audits of the condition of shipped goods for both incoming and outgoing items prior to signing off.
  - Places machine down and stock ordered parts in assigned locations in a timely manner.
  - Assists the Parts Manager with merchandising displays by delivering showroom inventory.
  - Assists in keeping parts department clean and workstation clean and orderly (clean desk policy)
  - May supply service technicians with parts as required.
  - Problem solve for any cases of missing documents, shipments and deliveries.
  - Maintain organized work area according to policies, procedures and safety regulations.
  - Make deliveries with a company vehicle as assigned.
  - Monitors shortages and expedites processing through reporting to Parts Manager.
  - Ensure all new parts have bin locations.
  - Perform other duties as assigned.
-



Appendix 3  
Job Description

Position: Yard Person/Detailer (1 Year Contract)

**JOB DESCRIPTION:**

Reports To: Langley Service Manager

Job Duties

- Clean up the workshop facilities
- Empty trash bins into receptive containers
- Follow the necessary supplies and report shortages
- Verify receiving and receipting-in shipments
- Responsible for off-loading delivery trucks using forklift when required
- Operate and maintain vehicles, tools and equipment required in the set-up and delivery
- Complete all reports and forms required in conjunction with job assignments
- Account for all time and material used in performing assigned duties
- Maintain a clean work area and perform work in a neat and orderly fashion
- Clean and wash scheduled equipment in a timely manner
- Clean and wash service vehicles
- Report to Service Foreman for schedule and additional work

This agreement outlines some of the specific services to be provided to the company and may have items added, removed or amended as agreed from time to time between the two parties.

By signing this agreement, the employee is in acceptance of this agreement.

# APPENDIX "C"

*Without Prejudice*

## MEMORANDUM OF SETTLEMENT

BETWEEN:

**PRAIRIECOAST EQUIPMENT**

(the "Employer")

AND:

**MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION,  
LOCAL 378**

(the "Union")

(together, the "Parties")

**(PrairieCoast Equipment -and- COPE, Local 378)**

WHEREAS the Union was certified by the British Columbia Labour Relations Board on August 20, 2021;

AND WHEREAS the Parties began collective bargaining on August 11, 2022;

AND WHEREAS the Parties are currently collective bargaining;

AND WHEREAS the Parties have not yet ratified a collective agreement;

AND WHEREAS the Parties signed a settlement agreement on October 31, 2022, which extended the freeze pursuant to s. 45 of the *Labour Relations Code* to November 9, 2022;

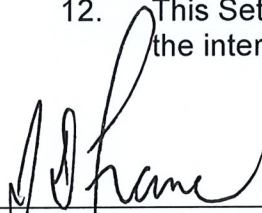
AND WHEREAS the Parties have engaged in discussions regarding delivery of purchased units;

THEREFORE the Parties agree to the following memorandum of settlement (the "Settlement") on a without prejudice and without precedent basis:

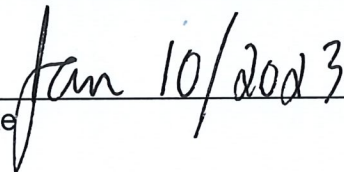
1. The Parties agree that if a Langley sales person does not personally perform the delivery of purchased unit(s) originating from inventory in the Langley branch, the sales person will arrange for a third-party contractor to perform the delivery. The sales person will be responsible for overseeing the loading of equipment with the third-party contractor, and the sales person will complete the required paper work for the delivery.

2. The Parties agree that the cost of delivery of purchased unit(s) by a third-party contractor will be subject to a third-party contractor's rate sheet. The Parties agree that a third-party contractor's rate sheet is subject to change.
3. The Parties agree that if a delivery of purchased unit(s) by a third-party contractor is outside the 65 Kilometer radius of the Employer's Langley location at 22661 Fraser Highway, Langley, BC, the cost of the delivery will be charged as a cost of sale to the applicable sold unit stock number.
4. If a Langley sales person sells inventory from the Chilliwack Branch Inventory, and it can be delivered direct to the customer, the sales person will arrange for a third party contractor to perform the delivery. If the delivery is outside the 65 Kilometer radius of the Employer's Langley location, the contractor's delivery cost will be charged as a cost of sale to the applicable sold unit stock number.  
  
If a Langley sales person sells inventory from any other PrairieCoast Branch Inventory, the cost of freight to the Langley branch is applied as a cost of sale to the applicable sold unit stock number. Freight to the customer will be determined by the 65 Kilometer rule.
5. For greater certainty, if a delivery of a purchased unit(s) from the Langley Branch by a third-party contractor is within a 65 Kilometer radius of the Employer's Langley location, the cost of delivery will NOT be charged as a cost of sale to the applicable sold unit stock number, and will not affect the sales person's commission.
6. The Parties agree that if a round trip is required for a third-party contractor to deliver purchased unit(s), half of the cost of the delivery will be charged as a cost of sale to the applicable sold unit stock number.
7. The Parties agree that if an additional trip is required by the third-party contractor due to an incomplete load or an incorrect load, all additional delivery costs will be noted on the customer invoice (and applied as a cost of sale to the unit stock number).
8. The Parties agree that additional costs of transportation incurred during delivery of purchased unit(s) by a third-party contractor such as toll charge, barge cost, ferry cost, and fuel charge, will be charged as a cost of sale to the applicable sold unit stock number.

9. The parties agree that additional costs incurred during delivery of purchased unit(s) by a third-party contractor, for example, time waiting for the customer, will be charged as a cost of sale to the applicable sold unit stock number.
10. The Settlement applies to all sales people at the Langley location, regardless of the terms of their employment agreement, or any other agreement with the Employer, with respect to the delivery of purchased unit(s).
11. Any dispute concerning the interpretation, application, administration or alleged violation of the Settlement will be resolved by an arbitrator appointed by the Collective Agreement Arbitration Bureau.
12. This Settlement will not be used as evidence of past practice or as an aid in the interpretation of a collective agreement.

  
\_\_\_\_\_  
JD Frame, C.E.O and authorized  
signatory for the Employer

  
\_\_\_\_\_  
Sara Colliss, Union Representative  
and authorized signatory for the Union

  
\_\_\_\_\_  
Date

Jan. 9, 2023  
\_\_\_\_\_  
Date