

Collective Agreement

between

Peak of the Market

and

The Manitoba Government and General Employees' Union

April 1, 2009 - March 31, 2013

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*All changes are in **bold**.

Article 1 Purpose of Agreement

- 1:01** The purpose of this Collective Agreement between Peak of the Market and the Manitoba Government and General Employees' Union, is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of this Agreement.

Article 2 Duration of Agreement

- 2:01** The terms of this Agreement shall become effective from and including the **1st day of April 2009** and shall continue in effect up to and including the **31st day of March 2013**. During the period required to negotiate a renewal or a revision and renewal of this Agreement the provisions of this Agreement shall remain in full force and effect.

Article 3 Application of Agreement

- 3:01** (a) This Agreement shall apply to all employees of Peak of the Market excepting only employees in positions specifically excluded from the terms of this Agreement as listed in 3:01 (b).
- (b) Employees in the following positions are excluded from the terms of the Collective Agreement:
- President and Chief Executive Officer
 - Office Manager
 - Vice President - Finance
 - Sales Representatives
 - Transportation Manager(s)
 - Vice-President - Sales & Marketing
 - Vice President - Operations
 - Executive Assistants (2)
 - Manager of Training and Quality Assurance
 - **Sales Manager**
 - **Operation Manager**
- (c) If during the term of the agreement the Employer determines that a new position is required the Employer shall give notice to the union and the parties agree to meet to determine the specifics of the position.

Should the Employer determine the position be excluded from the agreement and the parties cannot reach agreement then such issue shall be proceeded with to the Manitoba Labour Board for a decision which will be

binding on the parties. Nothing herewith prevents the parties from withdrawing their positions.

Article 4 Notice for Collective Bargaining

- 4:01** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement either party to this Agreement may by written notice serve to inform the other party of its intention to enter into collective bargaining for a renewal, or a revision and renewal of the Collective Agreement, or the conclusion of a new Collective Agreement. Nothing in this Agreement will prevent the bargaining process from starting earlier **than** ninety (90) days, upon mutual consent.
- 4:02** Where a party to this Agreement has given notice under 4:01 above, to the other party of this Agreement, the parties within fifteen (15) calendar days commencing from and including the first day after the day upon receipt of the proposals for a renewal, or revision and renewal of the Collective Agreement, for the conclusion of a new Collective Agreement, shall meet and commence to bargain collectively, and make every reasonable effort to conclude a renewal, or revision and renewal of the Collective Agreement, or a new Collective Agreement, but in any event, the proposals shall be delivered to the other party not later than twenty (20) calendar days prior to the expiry date of the Collective Agreement.

Article 5 Recognition and Scope of Bargaining Agent

- 5:01** Peak of the Market recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.
- 5:02** Peak of the Market recognizes the right of the Union in all matters pertaining to any revision in any form of this Agreement.

Article 6 Definitions

- 6:01** *“Classification”* means the grouping of positions into classes where positions constituting the class require similar general abilities and skills and have similar responsibilities to allow the use of a common occupational title or position title.
- 6:02** *“Position”* means a job within the classification covered by this Collective Agreement.
- 6:03** **“Promotion” means a change for an employee from one classification to another, which has a higher maximum salary and a slotting into a pay step in the new pay range which constitutes an increase.**

- 6:04** *"Overtime"* means time worked in excess of an employee's regular daily hours of work.
- 6:05** *"Employee"* means a person employed in a position in the bargaining unit.
- 6:06** *"Employer"* means Peak of the Market.
- 6:07** *"Transfer"* means the removal of an employee from a position in a class and appointing the employee to another position in the same class or to another position in a different class having the same maximum rate of pay.
- 6:08** *"Layoff"* means to temporarily remove an employee from a position of employment subject to the employee retaining such rights as set out under this Agreement. Should a layoff occur employees shall be placed on the Employers re-employment list.
- 6:09** *"Regular Hours of Work"* shall be as laid out in Article 22.
- 6:10** *"Increment Date"* means the date which is six (6) months from an employee's hiring date, when she shall receive the second step of her pay range; the date which is eighteen (18) months from when an employee received their second step, when she shall receive the third step of her pay range; the date which is forty-eight (48) months from when an employee received their third step, when she shall receive the fourth step of her pay range; their anniversary date in each year of their employment when an employee is eligible for a merit increase to Step 4 of her pay range; and where applicable means the date which is six (6) months after any promotion date of an employee when she shall receive the second step of her pay range in the Promotion Provision and her old pay rate puts her at Step One on promotion or bulletin.
- 6:11** *"Merit Increase"* means an increase in the rate of at least one (1) step in the pay range for classification of the employee.
- 6:12** *"Steward"* means an employee(s) elected by the Union, who is authorized to represent the Union, an employee or a group of employees (or both) in the filing and handling of grievances and employee complaints.
- 6:13** *"Recall"* means replacing into employment of an employee(s), by the order of the most senior employee first and down to the most junior employee, into the position previously vacated by layoff or for such other reasons which would create a vacancy(s) or position opening(s) and provided that the employee on layoff is qualified to perform the duties of the vacancy or the new position opening.

- 6:14** *“Union Representation”* means representation to be available to an employee of the Employer, covered by this Agreement, in the form of a Union Steward or Union Officer and/or Staff Representative of the Union.
- 6:15** *“Seasonal Staff”* means employee(s) who are employed by the Employer during peak employment periods for less than sixty (60) continuous working days.
- 6:16** *“Casual Employee”* means an employee who normally works less than the full normal, daily, weekly or monthly hours of work as the case may be, and whose work is irregular or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. The Employer has the right to utilize Employment agencies to fill casual shifts where no one in the bargaining unit is available and when doing do, the Employer shall endeavour to ensure that any casual employees supplied by an agency are minimally qualified to perform the work assigned to them. Employment agencies shall not be utilized to replace vacant Bargaining Unit positions. Notwithstanding the provisions of Article 3:01 (a) casual employees are not covered under the terms of the Agreement.
- 6:17** *“Term Employee”* means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event. The term shall be no longer than nine (9) months; notwithstanding the foregoing, that the term may be extended to thirteen (13) months for maternity and parental leaves. Nothing shall prevent the parties from agreeing to extend the term position however at no time should the term be extended beyond a maximum of eighteen (18) months. Should the job functions of the position be required beyond the eighteen (18) month period the employee shall be deemed permanent. Term employees are not entitled to any of the benefits that are set forth in this Agreement.
- 6:18** *“Part-time Employee”* means an employee who works less than the full normal weekly or monthly hours, as the case may be and whose work follows an ongoing predetermined schedule of work on a regular and recurring basis. No current full-time position shall be converted to part-time without the consent of the parties. Should the Employer determine some functions of an employee’s position are no longer required such employee shall be laid off and placed on the re-employment list. Benefits for part-time employees shall be pro-rated as per the Memorandum of Agreement that has been executed between the parties.

- 6:19** “Student” means a term employee of Peak of the Market who is hired for limited summer term work on the understanding that he/she intends to return to school at the end of the season. Such employees will not establish seniority nor will they be eligible to compete in closed competitions for full or part-time jobs.
- 6:20** “Wage Recovery” regular earnings of the employee paid by Peak while the employee is participating in prescribed union business as per Article 9 and 27.
- 6:21** “Workday” shall mean the hours required to work as per Article 22.
- 6:22** “Union” means the Manitoba Government and General Employees’ Union.

Article 7 Interpretations

- 7:01** Whenever the singular or feminine gender is used in this Agreement the same shall be construed as meaning the plural or masculine gender where the context so admits or requires.

Article 8 Discrimination/Sexual Harassment/Harassment

- 8:01** The parties agree there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employee, by reason of age, sex, marital status, race, creed, colour, national origin, political or religious affiliation, nor by reason of membership or activity in the Union.
- 8:02**
- (a) The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.
 - (b) Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the President and Chief Executive Officer. The complaint shall be marked “Personal and Confidential”.
 - (c) The President and Chief Executive Officer or designate will endeavour to resolve the matter in an expeditious and confidential manner.
 - (d) The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
 - (e) The President and Chief Executive Officer or designate, after investigating the complaint, shall have the authority to:
 - (i) dismiss the complaint; or

- (ii) determine the appropriate discipline; and/or
 - (iii) take any action which the President and Chief Executive Officer **in his** opinion may be necessary.
- (f) Where the President and Chief Executive Officer or designate determines that a complaint has been made for frivolous, or vindictive reasons, the President and Chief Executive Officer shall have the authority to:
- (i) take disciplinary action against the complainant; and/or
 - (ii) take any action against the complainant which in the President and Chief Executive Officer in his opinion may be necessary.
- (g) Should the employee choose to bring the issue to the Chair of the Board or designate rather than the President and Chief Executive Officer the expectations of the Chair or designate shall be as laid out in Article 8.
- 8:03** (a) The Employer will neither tolerate nor condone behaviour which is likely to undermine the dignity or self esteem of an individual or to create an intimidating or sexually offensive environment.
- (b) Harassment is a negative activity which inappropriately undermines the dignity and self-esteem of an individual. It encompasses but is not limited to harassment on the basis of race, sex, age, ethnicity, religion, sexual orientation, political belief, association, activity, appearance and physical or mental disabilities.
- (c) Article 8:02 (b-g) will apply to the resolution of a Harassment issue.
- 8:04** The parties agree that the use of offensive or foul language or gestures will not be tolerated or condoned in the workplace. A complaint relating to this conduct will be handled in accordance with Article 8:02 (b-g).

Article 9 Union Business

- 9:01** Upon notice to the Employer, time off, including necessary travel time, without loss of regular earnings and benefits shall be granted to:
- Two (2) members of the Union Negotiating Committee, as designated by the Union who will be in attendance at all bargaining sessions between the Employer and the Union.
- 9:02** Except in emergencies where notice cannot be provided, the Employer shall, upon receiving not less than two (2) weeks written notice, grant two (2) employees time off without loss of pay for the purpose of traveling to and attending the following Union Meetings:

- (a) the member elected as the representative to the M.G.E.U. Board of Directors of the Union for attendance at M.G.E.U. Board meetings;
- (b) members (maximum of two [2]) who are elected as Delegates to Convention(s) of the Manitoba Federation of Labour, and other such conventions to which the Union is affiliated;
- (c) members (maximum of two [2]) who are elected as Delegates to the Biannual Convention(s) of the Union for attendance at such Convention(s) or for such other business of the Union.
- (d) members (maximum of two [2]) who may be attending training seminar(s) or course(s) put on by the Union pertaining to Union business.

9:03 The Union shall reimburse the Employer for all wages paid pursuant to 9:01 and 9:02.

9:04 Maximum of two members may be absent on Union business at any one time. No more than one from the office area and up to two in the distribution centre, from different classifications.

9:05 **The Union shall notify the Employer in writing of all members of union committees and union positions within 10 calendar days after appointments/elections.**

Article 10 Bulletin Boards

10:01 The Employer agrees to provide bulletin boards for the use of the Union as follows:

- (a) Distribution Centre Area - one (1)
- (b) Office Area - one (1)

10:02 All union material shall be posted on the bulletin board. All other material must be approved by the Employer prior to posting.

Article 11 Union Security

11:01 The parties hereto agree that as a condition of employment, all new employees shall receive and sign an application for membership in the Union from the Employer, but dues shall be deducted as set by the Union, from the date of employment.

- 11:02** Upon the signing of the application for membership as provided in 11:01 above, the Employer shall mail or cause to be sent, the application to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba R3C 4M6).
- 11:03** The Employer shall furnish to each new employee a copy of this Agreement, which shall be supplied by the Union.
- 11:04** The parties hereto agree that all employees covered by this Agreement shall remain as a condition of employment a member of the Union in good standing.
- 11:05** The Employer shall deduct dues from each employee, as per the current dues rate set by the Union and shall remit same to the Union's Central office at:
- Manitoba Government and General Employees' Union
601 - 275 Broadway
Winnipeg, Manitoba R3C 4M6
- 11:06** The **Employer** shall furnish the Union monthly in writing, the names of the employees from whose wages dues have been deducted and the amount of dues so deducted opposite each employee's name for each pay period, and the classification and work location of each employee.
- 11:07** The Employer shall introduce a new employee to a Union Steward on the first day of employment.
- 11:08** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
- (a) the name of each employee within the bargaining unit.
 - (b) the classification of each employee within the bargaining unit.
 - (c) the current monthly salary or hourly wage of each employee in Schedule "A" and Schedule "B" respectively within the bargaining unit.
 - (d) the current classification specifications for all positions listed in Schedule "A" and Schedule "B" respectively.

- 11:09** Pursuant to 11:04 above, where the Union finds that an employee(s) has not made an application for membership in the Union, the Employer upon receipt of written notice showing the name of the employee(s) who have not made and signed an application, shall have the employee(s) so named to sign an application and further the Employer shall forthwith cause it to be sent to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba R3C 4M6).
- 11:10** Any employee who is required as a condition of continued employment to be a member of the Union under this Article shall not be retained in the employ of the Employer after written notice has been received from the Union that such employee is not in good standing with the Union, subject to the limitations imposed by legislation of the Province of Manitoba.
- 11:11** All excluded employees shall not perform work normally performed by an employee covered by the Collective Agreement, except in emergency circumstances and vacations.

Article 12 Contracting Out

- 12:01** The Employer will give all reasonable consideration to continued employment of employees who would otherwise become redundant because work is contracted out.
- 12:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) The Employer will provide the Union with no less than thirty (30) days notice.
 - (b) During the notice period the parties shall meet to facilitate potential re-training and/or re-deployment opportunities. Such opportunities may be outside the workplace with another Employer.

Article 13 Position Classification Specifications

- 13:01** All classification specifications shall state the duties, responsibilities, qualifications, knowledge and education required for each position.

- 13:02** New position classifications and/or amendments to existing position classifications may be made by the Employer from time to time as changes in the organization and/or work assignments require. Any significant changes to position classifications shall be by mutual agreement by the Employer and the Union. Should mutual agreement not be reached then the Union may refer the matter to arbitration within twenty (20) days from the date the Union became aware of the changes in the organization and/or work assignments. The Arbitration Board shall confine itself to a decision with respect to the appropriate ranges of pay for the new classification(s) and/or amended classification(s).
- 13:03** The parties hereto agree that these descriptions shall be the job specifications for all employees in their positions, and the Employer shall notify the Union and the affected employee in writing of any changes to the descriptions as they occur, but in any event not later than thirty (30) days after the change.
- 13:04** (a) Where an employee at any time feels that they are incorrectly classified, they may apply, in writing to the appropriate Vice President to be reclassified to a different classification.
- (b) The Vice President shall reply within twenty (20) working days from the date of request was received from the employee.
- (c) Where there is no reply within the prescribed time limits or where the employee considers the response unsatisfactory, the employee may proceed through the Grievance and Arbitration procedures.
- 13:05** Where as a result of a classification review, an employee is reclassified to a classification having a higher maximum salary, the employee shall be promoted without competition and their rate of pay for that higher classification shall become effective from the date the employee initiated the request for reclassification.
- 13:06** The Employer will provide the Union with any job descriptions where changes have occurred or where new positions have been created.

Article 14 Rights of Stewards

- 14:01** A Steward shall have the right to investigate and act on complaints and grievances of an urgent nature while on duty, by first obtaining leave from her immediate supervisor, and permission for such leave shall be neither unreasonably sought nor withheld.
- 14:02** Where a Steward has been granted leave (per 14:01) she shall, upon return to her duties, notify her immediate supervisor.

- 14:03** A Steward shall be considered on duty while in the course of processing grievances and attending meetings or hearings with regard to grievances.
- 14:04** The Union agrees to provide the Employer with a list of Stewards subsequent to ratification of this Agreement, and shall submit any and all changes or amendments to this list as they occur during the life of this Agreement **within ten (10) calendar days of any change.**
- 14:05** The Union shall provide each Steward with appropriate identification.
- 14:06** The Union agrees that for the term of this Collective Agreement, there shall be one Steward for the Distribution Centre Section, and one Steward for the Office Section.

Article 15 Management Rights

- 15:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 15:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 16 Seniority

- 16:01** Seniority is defined as the length of continuous service in the bargaining unit since the employee's date of last hire.
- 16:02** (a) The seniority of an employee will be retained and will accrue for:
- (i) all regular hours paid by the Employer;
 - (ii) for any period during which the employee is receiving continuous paid sickness or accident benefit to a maximum of six (6) months;
 - (iii) any period of absence from work where the employee is receiving Workers Compensation benefits;
 - (iv) Maternity Leave, Paternity Leave and Parental Leave for the period defined in the Employment Standards **Code**;
 - (v) any period of continuous layoff to a maximum of six (6) months.
- (b) The seniority of an employee will be retained but not accrue for:
- (i) any period of continuous layoff from six (6) months in duration to a maximum of twelve (12) months duration.

- (ii) any trial period of an out-of-scope position.
- (c) An employee shall only lose all seniority and their employment shall be considered to have been terminated in the event of any one (1) of the following occurrences:
 - (i) if she resigns voluntarily;
 - (ii) if she is discharged for just cause and not reinstated under the grievance and arbitration procedure provided for in this Agreement;
 - (iii) if she is taken off the re-employment list in accordance with the article relating to layoffs, or
 if an employee is offered employment with the Employer when on layoff and she refuses such employment.

16:03 The Employer shall maintain a seniority list and a copy of such list shall be provided to the Union within sixty (60) days of the signing of this Agreement. Thereafter, up-to-date seniority lists shall be sent to the Union during the period of January to February. The seniority list shall show each employee's seniority number, name and date of last hire.

16:04 Where an employee is of the opinion that her last date of hire is incorrect, she may appeal the date to the President and Chief Executive Officer or his designate.

Article 17 Probation

17:01 (a) All employees shall be required to serve an initial probation period of **eighty eight (88)** actual work days from the date of commencement of employment during which time the Employer may reject an employee for cause and such rejection shall be grievable only to Step 1. The decision a Step 1 shall be final for such grievance.

The Employer may, with the agreement of the Union and the employee affected, extend the probationary period for a further period not to exceed two (2) months. In such case, the Employer will provide the Union and the employee concerned with a confirming letter setting forth the period of the extension.

- (b) An employee who is promoted to another position within the bargaining unit shall have the right to elect to return to her former position and classification, without any loss of benefits under the agreement, provided that she communicate such election to the Employer, in writing, within the earlier of either sixty (60) days worked or ninety (90) working days from the date that she began working in such position. Any employee affected by her return will be returned to their position on a similar basis, as will other employees who are similarly affected.
- (c) An employee who is promoted to another position within the bargaining unit shall be placed on probation for sixty (60) days actually worked. During this probationary period an employee who has received a promotion may be returned to her former position without loss of seniority. The employee shall have the right to grieve this rejection.

17:02 When an employee is called in for any meeting by the President and Chief Executive Officer or designate with regard to either her poor performance or a disciplinary manner, she shall be allowed to have a Union Representative present, at any time during the meeting, if she feels that she requires same.

17:03 **All new employees who are still on probation shall not be entitled to participate in or receive any benefits under Articles 41 and 49 until his/her probation period has been completed.**

Article 18 Promotions and Bulletins

- 18:01** (a) All vacant positions, whether they are vacancies as a result of promotions, termination of employment, or new positions being created, shall be filled by posted bulletin from present employees based collectively on seniority, ability, and qualifications including prior working experience, if they are qualified and available. In the event qualified employees do not apply from within, the Employer will then proceed to hire through other channels.
- (b) All employees of the Employer shall have preference in all bulletins, over outside applicants, where the requirements stated in 18:01 (a) are relatively equal.
- 18:02** All positions covered by this Agreement shall be bulletined and the Union shall receive a copy of all bulletins forthwith.
- 18:03** Subject to Article 36:07, all bulletins shall be posted within two (2) weeks of the date of which a position either becomes vacant or is newly created.

- 18:04** All bulletins shall be posted for seven (7) days.
- 18:05** An employee absent from work on an approved leave during a posting period may upon returning to work and within five (5) days submit an application for a position after the posting period has ended, provided the position has not been filled.
- 18:06** A position shall be filled within thirty (30) days from date of posting of a bulletin if filled with a current employee.
- 18:07** Job bulletins shall contain the following information: number of positions open, nature of the position, qualifications, required knowledge and educational skills, shift, wage or salary rate or range. All job bulletins shall state "this position is open to female and male applicants".
- 18:08** **Where an employee is promoted from one classification to another, which has a higher maximum salary shall be placed into the first pay step in the new pay range which constitutes an increase.**
- 18:09** (a) In addition to posting bulletins for all positions covered by this Agreement the Employer agrees to post all positions and vacancies for positions excluded from the Agreement.
- (b) Articles 18:03, 18:04 and 18:05 and **18:06** shall not necessarily apply to excluded bulletins.
- (c) Notwithstanding the provisions of Article 18:07 bulletins for excluded positions shall not require the wage or salary rate.

Article 19 Labour Management Committee

- 19:01** A Labour Management Committee will be established and maintained. The Committee shall consist of no more than two (2) representatives of the Employer and two (2) representatives of the Union, selected by their respective parties. The Committee shall meet as required to discuss matters of mutual concern, and which either party considers appropriate for discussion by the Committee.
- 19:02** The Committee may make recommendations to the Union and to the Employer with respect to its discussions and conclusions, but it shall not have jurisdiction over any matter of this Collective Agreement. The Committee shall not supersede the activities of the Union or of the Employer and it does not have the power to bind either the Union or the Employer to its decisions or conclusions, unless by mutual agreement of the parties hereto.

19:03 Employees designated in 19:01 shall suffer no loss of earnings while performing duties as Committee members.

Article 20 Meetings During Working Hours

20:01 All employees covered by this Agreement shall be permitted to attend meetings of the Union during normal working hours without loss of pay subject to the following:

- (a) not more than four (4) meetings per contract year;
- (b) **Each employee that is currently working will be entitled to time off with pay which shall not exceed one (1) hour per meeting. No employee will be paid overtime for any portion of time while attending such meeting.**
- (c) meetings shall be arranged with the approval of the Chief Executive Officer; and
- (d) no employee shall leave the premises of the Employer until the expiration of her normal working hours.

Article 21 Acting Pay

21:01 (a) **Where an employee is required to perform the duties of another employee whose maximum salary is greater than her own, the acting pay shall at least be one (1) increment higher than their current rate of pay.**

- (b) The provisions of Article 21:01 (a) shall apply to an employee who is required to temporarily perform the duties of an employee who is outside the scope of this Agreement.
- (c) Such Acting Pay rate specified in 21:01 (a) shall be used as the rate of pay in calculating overtime worked and any benefits under this Agreement.

21:02 An employee who performs acting duties as provided in Article 21:01 shall be paid for such duties as soon as possible, but in no case later than the next pay period immediately following the pay period in which the duties commenced.

21:03 **No employee shall continue in an acting capacity of a higher paid position for a period longer than six (6) continuous months without being reclassified to that position. Continuous means an employee who works at least twelve (12) working days in any given month. The foregoing shall apply in all cases, except for the cases of prolonged illness and vacation.**

- 21:04** No employee shall continue in an acting capacity of a higher paid position for a period longer than six (6) continuous months without being reclassified to that position. The foregoing shall apply in all cases, except for the cases of prolonged illness.
- 21:05** **If an employee returns to work in a limited capacity, including an accommodation or return to work program and is assigned to a classification which is a higher paid position, they will remain within their current pay scale.**

Article 22 Hours of Work, Shift Premium, Breaks, Reporting Pay and Standby Pay

Hours of Work

- 22:01** All employees shall come within one of the following categories:
- (a) Office Personnel
 - (b) Distribution Centre Personnel
- 22:02** All full-time employees classified as Office Personnel shall work seven and one-half (7½) hours per day, Monday to Friday inclusive.
- (a) All full-time employees employed by the Employer as of March 19, 1997 who are classified as Office Personnel shall work seven and one-half (7½) hours per day to a maximum of thirty-seven and one-half (37 ½) hours Monday to Friday.
 - (b) Any employee classified as Office Personnel hired after March 20, 1997 shall work seven and one-half (7 ½) hours per day to a maximum of thirty-seven and one-half (37 ½) hours Monday to Saturday.
 - (c) All full-time employees employed by the Employer as of April 1, 2005 who are classified as Officer Personnel shall work seven and one-half (7 ½) hours per day to a maximum of thirty-seven and one-half (37 ½) hours Monday to Sunday.
- 22:03**
- (a) All full-time employees classified as Distribution Centre personnel shall work eight (8) hours per day Monday to Sunday inclusive to a maximum of forty (40) hours per week.
 - (b) Management will only schedule shifts between 6:00 a.m. to 6:00 p.m. on Sunday, unless the employees and the Employer mutually agree. This Article shall not apply to any employee(s) hired on or after April 1, 2005.

- (c) All Sunday shifts for employees with a start date prior to April 1st, 2001 will be on a voluntary basis.
- (d) All scheduled shifts will be posted one (1) week in advance, but is subject to change due to circumstances out of the Employers' control.

Shift Premium

- 22:04** (a) **Effective April 1, 2009, shift premium will increase to one dollar and twenty-five cents (\$1.25).**
- (b) **Effective April 1, 2010, shift premium will increase to one dollar and fifty cents (\$1.50).**
- (c) The shift premium shall not be included in the calculation of overtime and benefits.

Breaks

- 22:05** Unpaid lunch breaks for all employees shall be at least one-half ($\frac{1}{2}$) hour duration each day.
- 22:06** All employees shall be entitled to a rest period in the forenoon and afternoon, of fifteen (15) minutes each at such time as may be specified by the head of the department through consultation with the affected employee(s).

Reporting Pay

- 22:07** Where an employee is required to report for work for a shift other than her regularly scheduled shift, she shall receive for the work a minimum payment equivalent to four (4) hours at her normal rate of pay.
- 22:08** An employee who reports to work for her regularly scheduled shift without having previously been notified not to report will be given at least four (4) hours work at her regular rate of pay. In order to qualify under this provision the employee must keep the Employer informed of her current address, and telephone number.

Standby Pay

- 22:09** An employee who has been designated by the Employer or authorized supervisor to be available on standby during off duty hours on a regular working day, shall be entitled to payment of fifteen dollars (\$15.00) for each eight (8) hour period.
- 22:10** For standby on a day of rest or on a paid holiday that is not a working day, the payment for each eight (8) hour period shall be eighteen dollars (\$18.00).

- 22:11** To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the Employer/supervisor and the employee, and must be available to return for duty within an hour if called.
- 22:12** The standby payment includes the responsibility to respond to phone calls and other forms of electronic communications which do not involve a return to work. If such calls individually or in total exceed one-half ($\frac{1}{2}$) hour, the employee is entitled to claim overtime for the period beyond one-half ($\frac{1}{2}$) hour at the applicable overtime rate.
- 22:13** An employee on standby who is called back to work shall be compensated in accordance with either the applicable Reporting Pay or Overtime Articles of this agreement, in addition to her standby pay.

Article 23 Overtime

- 23:01** (a) Overtime shall be calculated on a daily basis for all time worked by an employee in excess of the hours of work set forth in Article 22:02 and Article 22:03.
- (b) All overtime work is recognized as time worked on a voluntary basis and the Employer is to be cognizant of the employee(s) needs at the time of request. When overtime is required it shall be offered to the most senior qualified volunteer employees who normally do or able to do the work required. When there are no volunteer employees, such work may be assigned starting with the most junior employee in the area, on duty, that is qualified.
- (c) Nothing in the foregoing 23:01 (b) shall deny the Employer its right to require as many employees as it needs to perform any overtime work, as necessary.
- 23:02** Where an employee has been called back to work overtime, that employee shall receive a minimum of four (4) hours pay at the applicable overtime rate.
- 23:03** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.

- 23:04** (a) Where an employee has chosen to receive time off in lieu of overtime payment, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer or other authorized supervisory official within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked.
- (b) Where mutual agreement has not been reached within this sixty (60) calendar day period, the employee shall receive payment and such payment shall be made at the rate of pay in effect for the employee at the time when the overtime was worked.
- 23:05** The Employer shall have employees receive payment for overtime on the pay day of the first pay period immediately following the pay period in which such overtime was worked.
- 23:06** Overtime shall be paid at a rate of time and one-half (1½X) on days other than statutory holidays.
- 23:07** Overtime shall be paid at a rate of double time (2X) on Statutory Holidays.
- 23:08** In case of an emergency and an individual is required to work longer than two (2) hours **over and above an eight (8) hours day** exclusive of a meal break, a meal allowance of six dollars (\$6.00) will be provided.
- 23:09** If an employee requests in writing, that they want certain time off and they are willing to work extra time to make up the lost wages, that such time worked will be at straight time.

Article 24 Pay Practices

- 24:01** Pay days shall be every second Friday.
- 24:02** (a) An employee who demonstrates a degree of productivity, efficiency and initiative, which in the opinion of management merits an increment, shall be eligible for consideration to receive an increment. Where an employee has not been granted an increment she shall upon her request receive in writing the reasons why. A merit increment shall not be unreasonably denied or withheld.
- (b) All employees shall be eligible for a merit increment on their anniversary date in each year of their employment with the Employer after achieving Step 3.
- 24:03** (a) All employees shall receive an increase in pay to the second step in their pay range on the date which is six (6) months after their hiring date; and

- (b) All employees shall increase to Step 3 in the salary scale eighteen (18) months after the date the employee was appointed to Step 2; and
- (c) All employees shall increase to Step 4 in the salary scale forty-eight (48) months after the date the employee was appointed to Step 3.

24:04 An employee who is promoted, or receives a position having a higher pay range than her own, and is placed at the first pay step of the new classification's pay range pursuant to the provisions of Article 18:08, shall receive an increase in pay to the second step of her new pay range on the date which is six (6) months after the date of her promotion or receiving the higher paying position.

Article 25 Resignation

- 25:01** Where an employee wishes to resign, she shall give written notice to the Department Manager at least three (3) days in advance specifying the last day she will be present at work to perform her regular duties.
- 25:02** The employee shall receive from the Employer on the pay day following the last day referred to in 25:01 above, payment of all or any wages, and any other benefits under the terms of this Agreement.

Article 26 Suspensions, Dismissals and Disciplinary Action

- 26:01** An employee shall only be disciplined for just cause.
- 26:02** A meeting shall be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has an option to have a representative present.
- 26:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating that it has been read. Upon signing the employee shall receive a copy of such report.
- 26:04** Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 26:05** An employee may grieve any disciplinary action according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 1 of the Grievance Procedure.
- 26:06** The person or board to whom a grievance is made may:

- (a) uphold the disciplinary action; or
- (b) vary the disciplinary action; or
- (c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file.

26:07 No notice or payment in lieu thereof is required where an employee is dismissed for just cause.

Article 27 Grievance and Arbitration Procedure

27:01 Definitions:

- (a) "Representative" - means the following:
 - (i) Staff Member(s) of the Union
 - (ii) Steward(s) and elected Executive of the Union
- (b) "Grievance" means a complaint in writing presented by an employee and/or representative on that employee's behalf or on behalf of one or more employees, with respect to any matter concerning the application, interpretation or alleged violation of this agreement:
- (c) "Policy Grievance" - means a complaint in writing presented by the Union concerning the application, or interpretation of an Article of this Agreement. Such Grievance shall be instituted as Step One.
- (d) "Days" - referred to in this Article are days excluding Sundays and Holidays.

27:02 Meetings shall be held at all steps of the Grievance and Arbitration Procedure and further the grievor shall be entitled to have a Representative(s) of her choice present.

27:03 A grievance shall not be deemed to be invalid or defeated by reason of technical irregularity.

27:04 The grievor or Representative may clarify the written description of the grievance at any step, providing the substance of the grievance is not changed.

27:05 Whenever a grievance is presented for processing a receipt shall be issued to the grievor or Representative forthwith, showing the actual date when the grievance was presented and the signature of the person accepting the grievance for processing.

27:06 Whenever a reply to a grievance is presented to the grievor or Representative, a receipt shall be issued forthwith to the Employer representative showing the actual date received and the signature of the person who received the reply.

27:07 Steps of the Grievance and Arbitration Procedure:

- | | |
|---------|--|
| One | President and Chief Executive Officer |
| Two - | Chair of Peak of the Market Board of Directors |
| Three - | Arbitration Board |

27:08 Where the Employer fails to issue a decision at Step One or Step Two of the Grievance Procedure within the time limits specified, the grievor or Representative may process the grievance to the next step.

27:09 Step One

- (a) Within fifteen (15) days from the date when an employee became aware, orally or in writing, of the circumstances giving cause for a grievance, the employee and/or Representative shall present the grievance to the President and Chief Executive Officer.
- (b) Within fifteen (15) days from the date the grievance was presented, the decisions of Step One shall be presented in writing to the grievor and/or Representative.

27:10 Step Two

- (a) Where the decision of Step one is unsatisfactory to the grievor, the grievance shall within fifteen (15) days from the date the reply was received from Step One, be presented to the President and Chief Executive Officer who shall forward it on to the Chair or designate of the Board of Directors for consideration at Step Two.
- (b) Within fifteen (15) days from the date the grievance was presented at Step Two, the decision of Step Two shall be presented in writing to the grievor and/or Representative.

27:11 Step Three - Arbitration Board

Where the decision of Step Two is unsatisfactory, to the grievor and to the Union, the grievance shall within twenty (20) days from the date the reply was received from Step Two be referred to an Arbitration Board and proceeded with in the following manner:

- (i) The Union shall in writing to the President and Chief Executive Officer of Peak of the Market state that the grievance is to be proceeded with to Arbitration and also in the letter state the name of the Union's appointee to the Arbitration Board.
- (ii) Within ten (10) days of the receipt of the letter as provided in (i) above, the Employer shall in writing notify the Union of the Employer's appointee to the Arbitration Board.
- (iii) Within ten (10) days of the receipt of the letter as provided in (ii) above, the two (2) appointees shall meet and select a third member who shall be the Chairperson of the Arbitration Board, and without delay notify the Employer and the Union of the name of the Chairperson.
- (iv) If in the event the Employer fails to appoint an appointee, or if the two (2) appointees fail to agree upon a third (3rd) member within applicable time limits, at the written request of either party the appointment(s) shall be made by the Minister of Labour.
- (v) Within ten (10) days following the appointment of the Chairperson, the Arbitration Board shall cause hearing(s) to be held and the Arbitration Board shall notify the Employer and the Union of the time and place of the hearing(s). This timeframe may be waived by agreement of the parties, and such agreement shall not be unreasonably withheld.
- (vi) Either party is entitled to call in witnesses or other persons to give testimony and if employees of the Employer are called in by the Employer they shall be allowed leave with pay and if employees of the Employer are called by the Union they shall be allowed leave on a wage recovery basis.
- (vii) Within fifteen (15) days of the conclusion of the hearing(s), the Arbitration Board shall render its decision in writing to the Employer and to the Union or such longer period of time mutually agreed to by the parties.
- (viii) The decision of the majority shall be the decision of the Arbitration Board and such decision shall be final and binding upon the parties.
- (ix) The Arbitration Board shall not have the authority to amend, add to, or in any manner change any Article of the Agreement.
- (x) Each party shall bear all expenses of their appointee to the Arbitration Board and shall bear equally the expenses of the Chairperson of the Arbitration Board.

27:12 Nothing herein shall prohibit the parties from agreeing to a single arbitrator within the time requirement of 27:11. If the parties so agree, the provisions of the Article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.

Article 28 Statutory Holidays

28:01 The following paid Statutory Holidays shall be observed by all employees:

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

Louis Riel Day

and any other Holiday(s) declared by Federal or Provincial Statute.

- 28:02** (a) Provided that where any of these days fall on a **non-scheduled working day** in the preceding or succeeding week shall be granted each employee as a holiday in lieu thereof, or as mutually agreed upon.
- (b) **Where an employee is scheduled to work any of these days, upon mutual agreement may take another day off in lieu.**

28:03 Subject to Article 28:04, qualifying employees shall receive general holiday pay based on the following:

- (a) All Schedule A employees shall receive seven and one-half (7½) hours pay at their regular rate for general holiday pay for the holidays listed above.
- (b) All Schedule B employees shall receive eight (8) hours pay at their regular rate for general holiday pay for the holidays listed above.
- (c) Any employees who are required to work on any of the holiday listed above shall be compensated at a rate of one and two (2X) times their regular rate of pay.

28:04 Notwithstanding Article 28:01 an employee is not eligible or entitled to pay for a general holiday in which she does not work where:

- (a) she has not earned wages for part or all of each day of a least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday; or
- (b) she has absented herself from work without the Employer’s consent either on the regular working day immediately preceding or following the general holiday, unless the absence is by reason of established illness; or
- (c) she did not report for work after having been scheduled or having accepted a call to work on the day of the general holiday.

Article 29 Vacations With Pay

29:01 Employees shall be entitled to paid vacation leave and pay based on the following:

Years of Continuous Service as at June 30		Vacation Pay as a Percentage of
<u>Since Date of Last Hire</u>	<u>Vacation Days</u>	<u>Regular Earnings</u>
Less than one (1) year	10 Days	4%
One (1) year but less than Three (3) years	10 Days	4%
Years of Continuous Service as at June 30		Vacation Pay as a Percentage of
<u>Since Date of Last Hire</u>	<u>Vacation Days</u>	<u>Regular Earnings</u>
Three (3) years but less than Ten (10) years	15 Days	6%
Ten (10) years but less than Twenty (20) years	20 Days	8%
Twenty (20) years or more	25 Days	10%

29:02 (a) The vacation year shall be from July 1 to June 30th of the following year. Vacation pay shall be calculated as a percentage of regular earnings and shall not include any hours worked as overtime.

(b) Vacation credits shall be earned on a prorated basis and shall accumulate from the start day of the month in which an employee commenced employment.

- 29:03** Vacation must be taken in the year of employment following that in which it was earned, with the annual vacation being taken at a time arranged between the Employer and the employee. With the approval of management vacation may be taken in two (2) or more periods.
- 29:04** Subject to operational requirements, employees will be granted preference for vacation leave based on their seniority with the following groups:
- Shipper/Receiver and Assistant Shipper/Receiver
- Labourers, Pre-pack Machine Operator, Graders and Packers
- Office Personnel
- 29:05** The Employer will post a projected vacation entitlement list for each of the groups set out in Article 29:04 not later than three (3) months prior to the commencement of the vacation year referred to in Article 29:02. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of the posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most seniority within their group. Employees who are not within one (1) of the listed groups may take their annual vacation at a time mutually agreed to between the employee and the Employer.
- 29:06** An employee who fails to indicate his/her choice of vacation within the above thirty (30) calendar day period shall not be given preference in the choice of vacation time, where other employees have indicated their preference.
- 29:07** The Employer will post an approved vacation schedule of the projected vacation entitlement list no later than thirty (30) calendar days prior to the commencement of the new vacation year.
- 29:08** Employees who have commenced their annual vacations shall not be called back to work except in cases of extreme emergency and when the employee is in the immediate area. Where the employee is called back to work he shall be immediately taken off vacation leave. The unexpended vacation leave will be taken at another mutually agreeable time.
- 29:09** Scheduled vacations shall remain unchanged unless the change is by the mutual consent of the employee and the Employer.
- 29:10** Where an employee dies or leaves the Employer's employ, she or her estate shall be entitled to payment for all earned but unpaid vacation pay.

- 29:11** Where an employee's vacation period is interrupted by illness requiring five (5) or more consecutive days which may require hospitalization, the employee may elect to suspend the remaining vacation period and re-schedule it to another period mutually agreeable to the employee and Employer.
- 29:12** Where by reason of an injury arising out of, and in the course of her employment with the Employer an employee has been in receipt of compensation under the Workers Compensation Act, she will be deemed to have completed a year's service with the Employer as per 29:01 during twelve (12) months, not continuously, but interrupted only by the period during which she was in receipt of that compensation.

Article 30 Sickness and Accident Benefit

- 30:01** The Employer shall, during the life of this Agreement, provide and maintain a group insurance program which provides benefits for loss of pay due to sickness or accidental injury, including provision for payment of death benefits, in accordance with the terms of Schedule "C" of this Agreement, for those employees deemed eligible by the insurer. The full cost of the said plan to be borne by the Employer.
- 30:02** In the event that an employee reports to work but becomes legitimately ill and as a consequence receives permission to absent herself from the workplace, the Employer shall pay to that employee one hundred percent (100%) of the employee's wages for the remaining hours that the employee would have been at work that day unless the person has been absent the day before due to illness, in which case only hours worked that day will be paid.
- 30:03** In the event that an employee is unable to report for work due to legitimate illness or injury for either one (1) day or two (2) consecutive days or portion thereof, the Employer shall pay to that employee one hundred percent (100%) of the employee's wages lost per day for those one (1) or two (2) days or portion thereof while off work for each and every occasion of legitimate illness or injury to a maximum of sixty four (64) hours paid sick days per contract year.

- 30:04** Where an employee is unable to report to work or who has left work due to legitimate illness or injury for a total of sixteen (16) hours for the Distribution Centre, and fifteen (15) hours for the Office within a period of seventy-two (72) hours the terms of Article 30:03 shall apply for the first sixteen (16) hours absent for the Distribution Centre and fifteen (15) hours absent for the office, and the employee if she so qualifies, shall receive one hundred percent (100%) of her lost daily wages for each consecutive days off work; thereafter in accordance with the Group Insurance Plan to a maximum benefit equal to the current E.I. weekly benefits on the date of disability.
- 30:05** An employee absent from work due to illness or injury may be required to provide to the Employer a medical certificate from a qualified medical practitioner attesting to the validity and length of illness. The Employer shall bear the cost of any medical certificate **to a maximum of \$30.00**, provided the employee furnishes a receipt for the medical certificate.
- 30:06** An employee who is absent from work due to illness or injury shall notify her immediate supervisor of her absence **and length of her absence** before the beginning of that first shift, subject to any circumstances that may prevent her complying with the foregoing.
- 30:07** An employee who becomes ill or injured at work shall notify her supervisor immediately or as soon thereafter as the means of communication permit.
- 30:08** The decisions made by the Insurer of the Group Insurance Program shall not be grievable or arbitrable, but subject to appeal in accordance with the Insurer's dispute resolution procedure.

Article 31 Bereavement Leave/Compassionate Care Leave

Bereavement Leave

- 31:01** An employee shall be granted four (4) regular scheduled consecutive days leave without loss of pay and benefits, one of which shall be the day of internment or cremation, in the case of the death of a parent, spouse, child, brother and spouse, sister and spouse, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé and any other relative who was residing in the same household at the time of his/her death.
- 31:02** (a) In addition to the above but at Employer's discretion an employee shall be granted up to one (1) day's leave without loss of pay for the following purposes:

- (i) attending a funeral as a pallbearer;
- (b) **Upon request the Employer will grant a paid leave of absence of one (1) day ending with the day of the funeral in the event of the death of the following: spouse's grandparents, uncles, aunts, nephews and nieces.**

The Employer agrees not to exercise its discretion in an arbitrary or discriminatory manner.

31:03 An additional two (2) days leave without loss of salary may be granted when it is necessary for the purpose of traveling over 482 kilometres one way to attend the funeral of an individual as per Articles 31:01 and 31:02 of this Agreement.

Compassionate Care Leave

31:04 An employee who has been employed by the Employer for a minimum of thirty (30) days shall be granted unpaid leave of absence for a period of up to eight (8) weeks to provide care or support to a seriously ill family member. Entitlement to such leave, and the meaning of the term 'family member' will be subject to the provisions of Section 59.2 of the Employment Standards Code of Manitoba.

31:05 In order to be eligible for compassionate care leave, the employee must provide the Employer with a physician's certificate stating that:

- (a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the earlier of either the date the certificate was issued or the date the leave commenced; and
- (b) that the ill family member requires the support of one (1) or more family members.

31:06 No period of Compassionate Care Leave may be for less than one (1) weeks duration. An employee may take no more than two (2) periods of leave totaling no more than eight (8) weeks. The period of leave must end no later than twenty-six (26) weeks after the day the first period of leave began.

31:07 Where possible, the employee shall provide the Employer with at least two (2) weeks' notice of his/her request for Compassionate Care Leave.

- 31:08** Nothing in this Section shall prevent an employee who is eligible request Compassionate Care Leave from also requesting leave under Article 33:01. Further, nothing in this Section shall prevent the Employer from exercising its' discretion to grant leave to an employee under Article 33:01 if the terms of the leave would be more favourable than those which are provided for in this Section.

Article 32 Leave for Other Reasons

- 32:01** (a) An employee shall be granted leave with pay up to four (4) hours per month to attend medical appointments, and the employee shall notify her immediate supervisor of such appointment(s) as far in advance as possible. However, such time shall be granted only during the first two (2) hours or the last two (2) hours of a shift or work day **and only if the medical appointments are scheduled within these hours.**
- (b) In addition to Article 32:01 (a) where an employee must undergo day surgery or other medical procedures up to eight (8) hours shall be granted to cover that day. "Day surgery" means a medical procedure involving an incision with instruments, performed to repair damage or arrest disease. This procedure is one performed in an operating theatre, room or facility under some form of anaesthesia.
- (c) The total number of hours per contract year shall not exceed sixteen (16) hours.
- 32:02** An employee shall be required to provide proof of attendance for the medical appointments identified in 32:01. If a fee is charged for the "proof of attendance" the Employer shall bear the cost provided the employee furnishes a receipt.
- 32:03** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's affairs, shall be granted a leave of absence with pay for the required periods of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

In order to be eligible for the foregoing leave of absence with pay, the employee must advise the Employer as soon as possible of complete details of the requirements for jury or witness duty. The employee must also, where possible, make herself available for duty at her job during regular working hours when not required at court. At no time should the combination of court and work hours exceed the persons normal working hours.

Article 33 Leave of Absence

33:01 Leave of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. Except in emergency circumstances, all requests for leave of absence must be made in writing to the department head at least thirty (30) calendar days in advance, specifying the reasons for requested leave and the proposed dates of departure and return.

33:02 Parenting Leave

Employees are eligible to receive Maternity Leave and Parental Leave in accordance with the following, and as may be provided for in the Employment Standards Code of Manitoba.

(i) Maternity Leave

A pregnant employee who has been employed by the Employer for at least seven (7) consecutive months is entitled to maternity leave as follows:

- (a) If the date of delivery is on or before the date estimated in a medical certificate, a period of not more than seventeen (17) weeks; or
- (b) If the date of delivery is after the estimated date, seventeen (17) weeks and a period of time equal to the time between the estimated date and the date of delivery.
- (c) A maternity leave must begin not earlier than seventeen (17) weeks before the date of delivery estimated in the medical certificate and end not later than seventeen (17) weeks after the date of delivery.
- (d) An employee who is eligible for maternity leave shall as soon as practicable, provide the Employer with a medical certificate giving the estimated date of delivery; and give the Employer not less than four (4) weeks written notice of the date she will start her maternity leave.

- (e) An employee who is eligible for maternity leave but does not give notice under Article 33:02 (i)(d) before leaving their employment is still entitled to maternity leave if, within two (2) weeks after stopping work, she gives notice and provides her Employer with a medical certificate giving the date of delivery or estimated date of delivery; and stating any period or periods of time within the seventeen (17) weeks before the date of delivery or estimated date of delivery that the normal duties of the employment could not be performed because of a medical condition arising from the pregnancy.
- (f) The maternity leave to which the employee is entitled under Subsection (i)(e) is anytime, within the time referred to in Clause (i)(e) that she does not work because of a medical condition arising from the pregnancy; and the difference between that time and the time she would receive if she were entitled under Clause (i)(a) or (b).
- (g) An employee who is eligible for maternity leave but who does not give notice under Clause (i)(d) or (e) is still entitled to maternity leave for a period not exceeding the time she would receive if she were entitled under Clause (i)(a) or (b).
- (h) The maternity leave of an employee terminates not later than seventeen (17) weeks after the date of delivery.
- (i) An employee's maternity leave ends seventeen (17) weeks after it began; or if Clause (i)(f) applies, seventeen (17) weeks after it began plus the additional time provided for in that Clause.
- (ii) Parental Leave

An employee who adopts a child under the laws of Manitoba or becomes the natural parent of a child is entitled to unpaid Parental Leave to a maximum of thirty-seven (37) continuous weeks if:

- (a) The employee has been employed by the Employer for at least seven (7) consecutive months; and the employee gives written notice to the Employer at least four (4) weeks before the day specified in the notice as the day on which the employee intends to begin the leave. In exceptional circumstances, a request for leave may be accepted by the Employer which gives less than four (4) weeks' notice of commencement of leave.
- (b) An employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (c) An employee who gives less notice than is required under Clause (ii)(a) is entitled to the thirty-seven (37) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.
 - (d) A parental leave must commence not later than the first anniversary of the date on which the child is born, or adopted, or comes into the care and custody of the employee.
 - (iii) An employee wishing to return to work before the expiry of their Maternity and/or Parental Leave shall notify the Employer in writing at least two (2) weeks in advance of her return. On return from Maternity and/or Parental Leave, the employee shall be reinstated to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began. For the purpose of pension and other benefits, the employment of an employee before and after a leave taken under this Article is deemed to be continuous.
- 33:03** Upon request, up to one (1) days' leave shall be paid to the employee on the occasion of a birth or adoption of a child. At the employee's option such leave shall be granted on the day of, or the day following the adoption. The employee may be required to furnish proof of adoption.
- 33:04** When the Employer intends to replace an employee who has been granted a leave of absence for an extended period of time, the Employer shall make reasonable efforts to have the term employee start employment at least two (2) weeks before the commencement of the leave of absence of the employee they are to replace.

Article 34 Workers Compensation

- 34:01** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 34:02** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

Article 35 Safety Shoes and Personal Clothing Wear

35:01 Where an employee is required as a condition of employment to provide and wear approved safety footwear during the course of the employee's regular duties, the employee will be eligible for an allowance of one hundred and twenty (\$120.00) dollars once per fiscal year to help offset the cost to the employee of purchase of safety footwear and/or personal clothing wear. The allowance will be paid under the following conditions:

- (a) the safety footwear purchase must be approved by the Canadian Standards Association (CSA); and
- (b) satisfactory proof of purchase must be provided by the employee; and
- (c) the employee must have purchased safety footwear **and/or personal clothing wear** specifically for employment with the Employer;
- (d) the above allowance does not apply to seasonal help.
- (e) upon submission of the receipt to the Department Manager the employee will receive the receipted price to a maximum of **one hundred and twenty (\$120.00)** dollars on the following pay day.
- (f) **An employee that has not claimed the safety footwear and personal wear allowance in a fiscal year, who purchases safety footwear and personal wear in the next fiscal year, shall be eligible to claim up to twice (2x) the maximum allowance in that next fiscal year.**

Article 36 Layoffs and Recall

36:01 Distribution Centre and office employees will be laid off in the order of seniority, within classifications, after priority is given to the employees who normally do or are capable of doing the work, starting with the most junior employee and proceeding in an ascending order of seniority to the most senior employee.

36:02 Employees laid off in accordance with Article 36:01 shall be recalled by order of seniority to available positions provided they are qualified to do the work.

36:03 (a) Subject to 36:01, employees shall have bumping rights in accordance with their seniority.

- (b) An employee with greater seniority will have an opportunity to bump an employee with less seniority provided the senior employee is qualified and has the ability to do the job.

- (c) (i) To be considered qualified the employee must meet the minimum requirements for the position as set out in the class specifications.
- (ii) Ability to do the work means ability to perform the requirements of the job following an appropriate familiarization period.

36:04 For the purpose of this section, warehouse employees are defined as those employees classified into the following positions:

- (a) Maintenance Person
- (b) Assistant Shipper/Receiver, Shipper/Receiver
- (c) Grader and Packer
- (d) Distribution Centre Machine Operator
- (e) Distribution Centre Labourer
- (f) Distribution Centre Clerk
- (g) Distribution Centre Lead Hands
- (h) Seasonal Staff

36:05 For the purpose of the section, office employees are defined as those employees classified into the following positions:

- (a) Accounting Clerk 1
- (b) Accounting Clerk 2
- (c) Computer Systems Administrator
- (d) Purchasing & Quota Clerk
- (e) Receptionist/Secretary

36:06 Distribution Centre employees shall receive 5 days notice of any layoff or pay in lieu thereof. Office employees shall receive 10 days notice of any layoff or pay in lieu thereof. Each employee shall be advised of the reason for the layoff and its expected duration.

36:07 An employee on continuous layoff for a period of twelve (12) months shall, at the end of that period, be considered terminated and her name shall be removed from the layoff list.

36:08 The Employer and the Union recognize that it is the exclusive right of the Employer to increase or decrease its working force. The Employer shall have the sole right to determine the positions that shall no longer be filled. The Employer undertakes not to make use of the layoff procedure to eliminate employees whom they find undesirable.

36:09 The Employer, where practicable, will consult with the Union when significant permanent or indefinite (long-term) layoffs are anticipated to be necessary

The Employer shall provide an up-to-date seniority list to the Union prior to such consultation.

36:10 (a) New employees shall not be hired where there are employees on layoff able and qualified to do the work available.

(b) To be considered qualified, an applicant must meet the minimum requirements for the position as set out in the class specifications.

Article 37 Technological Change

37:01 In this Article “Technological Change” means:

(i) The introduction by an Employer into his work, undertaking or business, equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and

(ii) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

37:02 The Employer agrees that all reasonable effort shall be made so that no present employee who is covered by this Agreement shall lose her employment as a result of the introduction of a technological change as herein before defined.

37:03 In the event of the introduction of a technological change as defined in Article 37:01, the Employer shall endeavour to have employees covered by this Agreement perform the work pertaining thereto. All opportunity where and to whom applicable for retraining on new equipment or material as defined in this Article will be provided by the Employer during normal working hours where possible and the employees during the period of retraining shall be paid at their normal rates of wages.

37:04 The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 83, 84 and 85 of the Manitoba Labour Relations Act do not apply during the term of this Agreement to the Employer and the Union. If the Employer decides to effect a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated, then:

- (a) The Employer will give to the Union written notice of the technological change at least three (3) months prior to the introduction thereof and will discuss with the Union the steps to be taken to assist the employees affected to adjust to the effects of the technological changes provided for in 37:01.
- (b) If in the opinion of the Union, the Employer has failed to comply with paragraph (a) above, the union may submit such alleged failure in writing as a difference between the Union and the Employer subject to the Grievance Procedure, whereupon it shall be decided by Arbitration whether or not the Employer has effected a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated, and such finding shall be binding and final on the parties hereto.

Article 38 Pay Plan

38:01 The provisions of any pay plan insofar as it applied to employees covered by this Agreement, after being mutually agreed upon by both parties hereto, shall be incorporated into and form part of this Agreement.

38:02 Where the Employer deems it necessary to adjust the rate(s) of pay for an existing classification of any employee(s) or to establish a rate(s) of pay for a new classification of employee(s) or the deletion of existing classification(s) from any pay plan the procedure for any such amendment or any alteration of the pay plan shall be by joint negotiations between the parties hereto.

Article 39 General Provisions

39:01 That back pay or retroactive wages to April 1, **2009** shall be paid to all employees that are currently on the seniority listing as of the date the Agreement was signed by the parties, and to all former employees who were affected provided they submit in writing a request for retroactive wages within 30 days after signing. All current employees will be paid within two (2) weeks of the signing of all parties.

- 39:02** An employee shall keep the Employer informed of all changes and address and phone numbers as soon as the change occurs.

Article 40 Dental Plan

- 40:01** The Employer agrees to the implementation of a dental plan the details of which are set out in Schedule "D" of the Collective Agreement.
- 40:02** The decisions made by the Insurer of the Group Insurance Program shall not be grievable or arbitrable but subject to appeal in accordance with the insurers dispute resolution procedure.

Article 41 Display Terminals

- 41:01** A VDT Operator who is required to work at a Video Display Terminal (VDT) for twenty-five percent (25%) or more of the normal work week shall have her eyes examined by an Ophthalmologist or Optometrist prior to beginning work on VDT/CRT and once per year thereafter. The Ophthalmologist or Optometrist shall be selected by the employee, provided the choice is acceptable to the Employer. The Employer shall pay the costs of such examination or tests where not covered by a medical plan, to a maximum of one hundred dollars (\$100.00) per year.

Article 42 Severance Pay

- 42:01** Employees with ten (10) or more years of continuous employment who are permanently laid off and who elect to terminate shall be entitled to severance pay in the amount of one week's pay for each completed year of service or pro-rated portion since the employee's date of last hire.
- 42:02** The rate of pay referred to in this section shall be that in effect at the time of permanent layoff.

Article 43 Seasonal Help

- 43:01** (a) Seasonal help may be employed by the Employer from time to time during peak employment periods as long as there are no current employees who are on layoff who are qualified and capable of performing the position.
- (b) The Employer shall not knowingly use this category to hire full-time employees.

- 43:02** Seasonal staff may only be employed for a maximum of sixty (60) continuous working days. Seasonal staff who continue beyond a maximum of sixty (60) continuous working days will be treated as having been hired as a probationary employee effective as of the sixty-first (61st) continuous working day.
- 43:03** Pay practice will be as outlined in Article 24:01.
- 43:04** Seasonal employees shall not have any seniority rights, and shall not be entitled to participate in or receive any benefits that are set forth in this Agreement. Seasonal employees shall however be entitled to vacation pursuant to the provisions of the Employment Standards Code.

Article 44 Lead Hands

- 44:01** Lead hands may be appointed in any classification or groups of classifications on an as needed basis with a minimum of fifty cents (\$0.50) per hour increase above the current salary paid to that individual, up to a maximum of fifty cents (\$0.50) per hour above the current highest paid salary within a classification or a group of classifications.
- 44:02** Since lead hand(s) position may be created for a short term or a longer duration, the Employer reserves the right to eliminate any lead hand positions created during the term of this agreement. All individuals affected would be returned to their former position and salary before they were appointed lead hands.

Article 45 Employee Performance Review and Employee Files

- 45:01** The Employer agrees there shall be a personnel file kept for each employee which will contain all personnel related documents including job descriptions, all job performance evaluations and any disciplinary documentation. No document shall be placed on the above mentioned file without the employee being given the opportunity to read and sign the document indicating they have read it.
- 45:02** Upon written request to the President and Chief Executive Officer or his designate, an employee shall have the right to examine, along with a union representative of her choice, the personnel file kept by the Employer for that employee. The employee shall have the right to obtain copies of any documentation in her personnel file.

- 45:03** When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee shall have the right to place her own comments in a space provided on the form prior to her signing. Immediately upon the employee signing the assessment form, the employee shall be handed an exact copy for the employee's own record.
- 45:04** An employee shall be able to request that a formal assessment of their performance be made by the Employer. Such request shall be made not more than once in a twelve (12) month period.

Article 46 Employee Assistance

- 46:01** The Employer hereby agrees to cover the cost for all employees to receive total access to the Government/Union Employee Assistance Program.

Article 47 Pension Plan

- 47:01** The Employer shall continue to provide a pension plan for all employees.
- 47:02** There shall be a Pension Plan Committee comprised of up to a maximum of two (2) management and two (2) employee representatives who are currently contributing to the R.R.S.P.
- 47:03** Prior to making any changes, the Employer shall meet with the Union to discuss such changes and implementation of same.

Article 48 Workplace Safety and Health

- 48:01** A Workplace Safety and Health Committee shall be maintained in accordance to the guide lines of the Workplace Safety and Health Act.

Article 49 Health Spending Account

- 49:01** **Effective April 1, 2009, the Health Spending Account will be increased to one hundred and seventy five (\$175.00) dollars. Thereafter the Health Spending Account shall be increased by twenty five (\$25.00) dollars for each year of the agreement to a maximum amount of two hundred and twenty-five (\$225.00) dollars.**
- 49:02** Decisions made by the insurer in relation to the HSA benefit shall not be grievable or arbitrable but subject to appeal in accordance with the insurers dispute resolution procedure.

Memorandum of Agreement

Part-time Benefits

1.01 Prorating

In prorating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 300 - i.e. 7.5 hours x 8 weeks x 5 days. (320 - i.e. 8 hours x 8 weeks x 5 days)

Prorating factor = $\frac{\text{number of regularly scheduled hours}}$

the employee worked in the preceding eight (8) weeks

300 (320)

2.01 Statutory Holidays

(a) An employee will be eligible for pay for a holiday as per Articles 28:01, 28:02, 28:03 (c) and 28:04.

(b) Where an employee is eligible for holiday pay or time in lieu, the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the prorating factor.

3.01 Vacation

(a) Vacation shall be earned as per Article 29.

(b) Monday to Sunday shall constitute five (5) days of vacation.

4.01 Sick Leave

Shall be taken as per Article 30, to a maximum of 40 hours.

5.01 Bereavement Leave, Court Leave, Paternity, Adoptive, Parent and Parental Leave

(a) As per the Collective Agreement, with the paid leave prorated by multiplying the number of days the employee would qualify for by the prorating factor.

(b) In the case of Adoptive Parent Leave and Maternity/Parental Leave without pay, an employee is eligible as per Article 33:02.

(c) In the case of Compassionate Care Leave without pay, an employee is eligible as per Articles 31:04 through 31:08.

6.01 Resignation

As per Article 25.

7.01 Merit Increases

As per Article 24.

8.01 Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. 8 (or 7½) hours at the rates outlined in Article 23:06 and 23:07.
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a part-time employee only has two (2) “days of rest” per week, at the rates outlined in Articles 23:06 and 23:07.

9.01 Probation

- (a) As per Article 17:01 (a).
- (b) Notwithstanding any provision of the collective agreement, this period may be extended by the employing authority for any reason provided twelve (12) months probation is not exceeded.

10.01 Shift Premium

An employee must work an entire 7½ or 8 hour shift in order to qualify for shift premium as laid out in Article 22.

11.01 Seniority

As per Article 16.

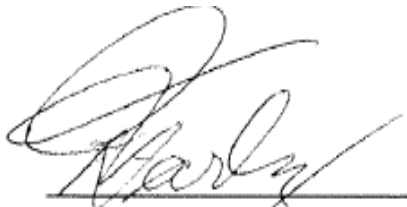
12.01 Layoff

As per Article 36.


13.01 Dental Plan

A part-time employee who has met the eligibility criteria for the Dental Plan shall be eligible for 50% of single coverage of dental expenses only. No coverage for a spouse or dependent will be provided. For purposes of eligibility determinations of accumulated hours are used.


Any other benefit not addressed by this Memorandum shall be considered as per the current collective agreement.



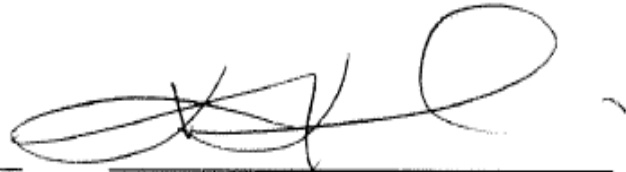
On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Peak of the Market



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Peak of the Market

Signed this day of July 15th 2009

Merit Increases and Salary Increases

As per Schedule A & B, the following shall apply:

Employees shall receive increases in pay in their salary scale in accordance with Article 24:03 of the Collective Agreement, or earlier based on merit, in accordance with Article 24:02 of the Collective Agreement.

Salaries have been increased on the following basis:

Year (1) April 1, 2009	+ 3%
Year (2) April 1, 2010	+ 2.5%
Year (3) April 1, 2011	+ 2.5%
Year (4) April 1, 2012	+ 3%

Schedule "A"

Office Employees

Effective April 1, 2009 - Calculated at 37.5 hours per week

		Step 1	Step 2	Step 3	Step 4
Accounting Clerk 2	yearly	30,491.02	31,107.32	31,658.75	32,275.04
	biweekly	1,172.73	1,196.44	1,217.64	1,241.35
	hourly	15.64	15.95	16.24	16.55
Accounting Clerk 1	yearly	35,210.62	35,843.17	36,491.89	37,156.86
	biweekly	1,354.25	1,378.58	1,403.53	1,429.11
	hourly	18.06	18.38	18.71	19.05
Receptionist/Secretary	yearly	30,004.45	30,588.32	31,188.41	31,804.71
	biweekly	1,154.02	1,176.47	1,199.55	1,223.26
	hourly	15.39	15.69	15.99	16.31
Computer System Administrator	yearly	36,102.64	36,735.18	37,400.14	38,097.55
	biweekly	1,388.56	1,412.89	1,438.47	1,465.29
	hourly	18.51	18.84	19.18	19.54
Purchasing & Quota Administrator	yearly	35,567.42	36,199.96	36,783.84	37,400.14
	biweekly	1,367.98	1,392.31	1,414.76	1,438.47
	hourly	18.24	18.56	18.86	19.18

Schedule "B"

Distribution Centre Employees Effective April 1, 2009 - Calculated at 40 hours per week

		Step 1	Step 2	Step 3	Step 4
Labourer	yearly	30,726.72	32,357.23	32,947.59	33,481.73
	biweekly	1,181.80	1,244.51	1,267.21	1,287.76
	hourly	14.77	15.56	15.84	16.10
Pre-pack Machine Operator	yearly	33,481.73	34,521.87	36,183.74	36,783.83
	biweekly	1,287.76	1,327.76	1,391.68	1,414.76
	hourly	16.10	16.60	17.40	17.68
Grader and Packer	yearly	29,855.23	30,642.37	31,288.95	31,795.00
	biweekly	1,148.28	1,178.55	1,203.42	1,222.88
	hourly	14.35	14.73	15.04	15.29
Seasonal Help/Student	yearly	23,473.75			
	biweekly	902.84			
	hourly	11.29			
Distribution Centre Lead Hand	yearly	38,661.06	39,333.03	40,020.75	40,658.64
	biweekly	1,486.96	1,512.81	1,539.26	1,563.79
	hourly	18.59	18.91	19.24	19.55
Shipper/Receiver	yearly	34,983.58	35,567.42	36,183.74	36,783.83
	biweekly	1,345.52	1,367.98	1,391.68	1,414.76
	hourly	16.82	17.10	17.40	17.68
Assistant Shipper/Receiver	yearly	33,896.93	34,497.02	35,097.11	35,729.63
	biweekly	1,303.73	1,326.81	1,349.89	1,374.22
	hourly	16.30	16.59	16.87	17.18
Maintenance Person	yearly	35,940.47	36,589.19	37,205.53	37,870.49
	biweekly	1,382.33	1,407.28	1,430.98	1,456.56
	hourly	17.28	17.59	17.89	18.21
	yearly	30,539.66	31,172.19	31,804.71	32,437.24

Distribution Centre Clerk	biweekly	1,174.60	1,198.93	1,223.26	1,247.59
	hourly	14.68	14.99	15.29	15.59
		Step 1	Step 2	Step 3	Step 4
	yearly	33,616.99	34,666.02	35,405.13	36,215.74
Driver	biweekly	1,292.96	1,333.31	1,361.74	1,392.91
	hourly	16.16	16.67	17.02	17.41
	yearly	34,367.25			
Distribution Centre Clerk	biweekly	1,321.82			
PIO Wendy Doyle	hourly	16.52			

Office Employees
Effective April 1, 2010- Calculated at 37.5 hours per week

		Step 1	Step 2	Step 3	Step 4
Accounting Clerk 2	yearly	31,253.29	31,885.00	32,450.22	33,081.92
	biweekly	1,202.05	1,226.35	1,248.09	1,272.38
	hourly	16.03	16.35	16.64	16.97
Accounting Clerk 1	yearly	36,090.89	36,739.24	37,404.19	38,085.78
	biweekly	1,388.11	1,413.05	1,438.62	1,464.84
	hourly	18.51	18.84	19.18	19.53
Receptionist/Secretary	yearly	30,754.56	31,353.03	31,968.12	32,599.83
	biweekly	1,182.87	1,205.89	1,229.54	1,253.84
	hourly	15.77	16.08	16.39	16.72
Computer System Administrator	yearly	37,005.21	37,653.56	38,335.15	39,049.99
	biweekly	1,423.28	1,448.21	1,474.43	1,501.92
	hourly	18.98	19.31	19.66	20.03
Purchasing & Quota Administrator	yearly	36,456.61	37,104.96	37,703.44	38,335.15
	biweekly	1,402.18	1,427.11	1,450.13	1,474.43
	hourly	18.70	19.03	19.34	19.66

Schedule "B"

Distribution Centre Employees Effective April 1, 2010 - Calculated at 40 hours per week

		Step 1	Step 2	Step 3	Step 4
Labourer	yearly	31,494.89	33,166.16	33,771.28	34,318.77
	biweekly	1,211.34	1,275.62	1,298.90	1,319.95
	hourly	15.14	15.95	16.24	16.50
Pre-pack Machine Operator	yearly	34,318.77	35,384.92	37,088.33	37,703.43
	biweekly	1,319.95	1,360.96	1,426.47	1,450.13
	hourly	16.50	17.01	17.83	18.13
Grader and Packer	yearly	30,601.61	31,408.43	32,071.17	32,589.87
	biweekly	1,176.99	1,208.02	1,233.51	1,253.46
	hourly	14.71	15.10	15.42	15.67
Seasonal Help/Student	yearly	24,060.60			
	biweekly	925.41			
	hourly	11.57			
Distribution Centre Lead Hand	yearly	39,627.59	40,316.36	41,021.27	41,675.11
	biweekly	1,524.14	1,550.63	1,577.74	1,602.89
	hourly	19.05	19.38	19.72	20.04
Shipper/Receiver	yearly	35,858.17	36,456.61	37,088.33	37,703.43
	biweekly	1,379.16	1,402.18	1,426.47	1,450.13
	hourly	17.24	17.53	17.83	18.13
Assistant Shipper/Receiver	yearly	34,744.35	35,359.44	35,974.53	36,622.87
	biweekly	1,336.32	1,359.98	1,383.64	1,408.57
	hourly	16.70	17.00	17.30	17.61
Maintenance Person	yearly	36,838.98	37,503.92	38,135.66	38,817.26
	biweekly	1,416.88	1,442.46	1,466.76	1,492.97
	hourly	17.71	18.03	18.33	18.66
	yearly	31,303.16	31,951.49	32,599.83	33,248.18

Distribution Centre Clerk	biweekly	1,203.97	1,228.90	1,253.84	1,278.78
	hourly	15.05	15.36	15.67	15.98
		Step 1	Step 2	Step 3	Step 4
	yearly	34,457.41	35,532.67	36,290.26	37,121.13
Driver	biweekly	1,325.29	1,366.64	1,395.78	1,427.74
	hourly	16.57	18.22	18.61	19.04
	yearly	35,226.43			
Distribution Centre Clerk	biweekly	1,354.86			
PIO Wendy Doyle	hourly	16.94			

Office Employees
Effective April 1, 2011- Calculated at 37.5 hours per week

		Step 1	Step 2	Step 3	Step 4
Accounting Clerk 2	yearly	32,034.63	32,682.13	33,261.47	33,908.96
	biweekly	1,232.10	1,257.00	1,279.29	1,304.19
	hourly	16.43	16.76	17.06	17.39
Accounting Clerk 1	yearly	36,993.16	37,657.73	38,339.29	39,037.92
	biweekly	1,422.81	1,448.37	1,474.59	1,501.46
	hourly	18.97	19.31	19.66	20.02
Receptionist/Secretary	yearly	31,523.42	32,136.86	32,767.32	33,414.82
	biweekly	1,212.44	1,236.03	1,260.28	1,285.19
	hourly	16.17	16.48	16.80	17.14
Computer System Administrator	yearly	37,930.34	38,594.89	39,293.53	40,026.24
	biweekly	1,458.86	1,484.42	1,511.29	1,539.47
	hourly	19.45	19.79	20.15	20.53
Purchasing & Quota Administrator	yearly	37,368.03	38,032.58	38,646.03	39,293.53
	biweekly	1,437.23	1,462.79	1,486.39	1,511.29
	hourly	19.16	19.50	19.82	20.15

Schedule "B"

Distribution Centre Employees Effective April 1, 2011 - Calculated at 40 hours per week

		Step 1	Step 2	Step 3	Step 4
Labourer	yearly	32,282.26	33,995.32	34,615.56	35,176.74
	biweekly	1,241.63	1,307.51	1,331.37	1,352.95
	hourly	15.52	16.343	16.64	16.91
Pre-pack Machine Operator	yearly	35,176.74	36,269.54	38,015.54	38,646.02
	biweekly	1,352.95	1,394.98	1,462.14	1,486.39
	hourly	16.91	17.44	18.28	18.58
Grader and Packer	yearly	31,366.65	32,193.64	32,872.95	33,404.62
	biweekly	1,206.41	1,238.22	1,264.34	1,284.79
	hourly	15.08	15.48	15.80	16.06
Seasonal Help/Student	yearly	24,662.11			
	biweekly	948.54			
	hourly	11.86			
Distribution Centre Lead Hand	yearly	40,618.28	41,324.27	42,046.80	42,716.99
	biweekly	1,562.24	1,589.39	1,617.18	1,642.96
	hourly	19.53	19.87	20.21	20.54
Shipper/Receiver	yearly	36,754.62	37,368.03	38,015.54	38,646.02
	biweekly	1,413.64	1,437.23	1,462.14	1,486.39
	hourly	17.67	17.97	18.28	18.58
Assistant Shipper/Receiver	yearly	35,612.96	36,243.43	36,873.90	37,538.44
	biweekly	1,369.73	1,393.98	1,418.23	1,443.79
	hourly	17.12	17.42	17.73	18.05
Maintenance Person	yearly	37,759.96	38,441.52	39,089.06	39,787.69
	biweekly	1,452.31	1,478.52	1,503.43	1,530.30
	hourly	18.15	18.48	18.79	19.13
	yearly	32,085.74	32,750.28	33,414.82	34,079.38

Distribution Centre Clerk	biweekly	1,234.07	1,259.63	1,285.19	1,310.75
	hourly	15.43	15.75	16.06	16.38
		Step 1	Step 2	Step 3	Step 4
	yearly	35,318.85	36,420.99	37,197.51	38,049.16
Driver	biweekly	1,358.42	1,400.81	1,430.67	1,463.43
	hourly	16.98	17.51	17.88	18.29
	yearly	36,107.09			
Distribution Centre Clerk	biweekly	1,388.73			
PIO Wendy Doyle	hourly	17.36			

Office Employees
Effective April 1, 2012- Calculated at 37.5 hours per week

		Step 1	Step 2	Step 3	Step 4
Accounting Clerk 2	yearly	32,995.66	33,662.59	34,259.32	34,926.23
	biweekly	1,269.06	1,294.72	1,317.67	1,343.32
	hourly	16.92	17.26	17.57	17.91
Accounting Clerk 1	yearly	38,102.95	38,787.46	39,489.47	40,209.06
	biweekly	1,465.50	1,491.83	1,518.83	1,546.50
	hourly	19.54	19.89	20.25	20.62
Receptionist/Secretary	yearly	32,469.12	33,100.96	33,750.34	34,417.27
	biweekly	1,248.81	1,273.11	1,298.09	1,323.74
	hourly	16.65	16.97	17.31	17.65
Computer System Administrator	yearly	39,068.25	39,752.74	40,472.33	41,227.02
	biweekly	1,502.62	1,528.95	1,556.63	1,585.65
	hourly	20.03	20.39	20.76	21.14
Purchasing & Quota Administrator	yearly	38,489.07	39,173.56	39,805.41	40,472.33
	biweekly	1,480.35	1,506.68	1,530.98	1,556.63
	hourly	19.74	20.09	20.41	20.76

Schedule "B"

Distribution Centre Employees Effective April 1, 2012 - Calculated at 40 hours per week

		Step 1	Step 2	Step 3	Step 4
Labourer	yearly	33,250.73	35,015.18	35,654.03	36,232.04
	biweekly	1,278.87	1,346.74	1,371.31	1,393.54
	hourly	15.99	16.83	17.14	17.42
Pre-pack Machine Operator	yearly	36,232.04	37,357.63	39,156.00	39,805.40
	biweekly	1,393.54	1,436.83	1,506.00	1,530.98
	hourly	17.42	17.96	18.83	19.14
Grader and Packer	yearly	32,307.65	33,159.44	33,859.14	34,406.76
	biweekly	1,242.60	1,275.36	1,302.27	1,323.34
	hourly	15.53	15.94	16.28	16.54
Seasonal Help/Student	yearly	25,401.97			
	biweekly	977.00			
	hourly	12.21			
Distribution Centre Lead Hand	yearly	41,836.82	42,564.00	43,308.21	43,998.50
	biweekly	1,609.11	1,637.08	1,665.70	1,692.25
	hourly	20.11	20.46	20.82	21.15
Shipper/Receiver	yearly	37,857.26	38,489.07	39,156.00	39,805.40
	biweekly	1,456.05	1,480.35	1,506.00	1,530.98
	hourly	18.20	18.50	18.83	19.14
Assistant Shipper/Receiver	yearly	36,681.35	37,330.73	37,980.11	38,664.59
	biweekly	1,410.82	1,435.80	1,460.77	1,487.10
	hourly	17.64	17.95	18.26	18.59
Maintenance Person	yearly	38,892.75	39,594.77	40,261.73	40,981.32
	biweekly	1,495.88	1,522.88	1,548.53	1,576.20
	hourly	18.70	19.04	19.36	19.70
	yearly	33,048.31	33,732.79	34,417.27	35,101.76

Distribution Centre Clerk	biweekly	1,271.09	1,297.41	1,323.74	1,350.07
	hourly	15.89	16.22	16.55	16.88
		Step 1	Step 2	Step 3	Step 4
	yearly	36,378.41	37,513.62	38,313.44	39,190.63
Driver	biweekly	1,399.17	1,442.83	1,473.59	1,507.33
	hourly	17.49	18.04	18.42	18.84
	yearly	37,190.30			
Distribution Centre Clerk	biweekly	1,430.40			
PIO Wendy Doyle	hourly	17.88			

Schedule "C"

Extended Benefits

Benefit Summary

These benefits are being provided pursuant to the terms and conditions of an insurance plan and the specific terms of such plan shall be as set forth in the Employer's master policies issued by the Insurer. Where there is a conflict, the provisions of the master policy shall prevail. The rights of eligible employees in respect of insurance coverage and settlement of all claims arising out of such coverage shall be in accordance with the provisions, terms and conditions of such insurance plans, and all disputes concerning same shall be pursued and resolved between the employee and the insurance carrier.

STAFF - Class 'B'

ELIMINATION PERIOD

All Benefits except Dental -

First day following 3 months of continuous employment

Dental Benefits -

First of the month following 6 months of continuous employment

LIFE INSURANCE,

Benefit

Two Times Annual Earnings

ACCIDENTAL DEATH

Maximum

\$250,000

& DISABLEMENT

Non-Evidence Maximum

\$210,000

Waiver of Premium

Included

Conversion

Included

Reduction

50% at Age 65

Termination

Earlier of: The date the employee's employment ends or at retirement or attaining age 71

OPTIONAL LIFE INSURANCE

Insured & Dependents

\$20,000 - \$200,000

Application with Proof of

Good Health is Required

**OPTIONAL AD&D
INSURANCE**Insured &
Dependents

\$10,000 - \$200,000

Application with Proof of
Good Health is Required**DEPENDENT LIFE**

Spouse

\$5,000

Child(ren)

\$2,500

Conversion

Included - Spouse only

Termination

Earlier of: The date the
employee's employment
ends or at retirement or
attaining age 71**EMPLOYEE WAGE
INDEMNITY
BENEFIT**

Benefit Amount

80% of Basic Weekly
Earnings

Maximum Benefit

Elimination Period

Equal to the current maximum
Employment Insurance weekly
benefit on the date of disability.
0 Days

Accident

Sickness

2 Working Days

Duration

17 Weeks

Termination

**Earlier of: The date the
employee's employment
ends or at retirement or
attaining age 70****LONG TERM
DISABILITY**

Benefit Formula

66.67% of Basic Monthly
EarningsMaximum Income
Benefit

\$6,000 per Month

Non-Evidence
Maximum

\$3,600

Waiting Period

120 Days

Benefit Period

To Age 65

Initial Assessment

The waiting period plus the
next 24 months of disability

	Period	60%
	Initial Assessment Level	60%
	Subsequent Assessment Level	Primary
	C.P.P. Offset	Taxable
	Tax Status	90 Days Prior/1 Year After
	Pre-existing Limitation	80%
	Coordination Level	Included
	Conversion Privilege	Included
	Rehabilitation Incentive	Earlier of: The date the employee's employment ends or at retirement or attaining age 65
	Termination	
DENTAL CARE	Schedule A-Basic Services	75%
	Schedule B-Major Services	60%
	Schedule C-Orthodontics	Not Covered
	Calendar Year Deductible	\$0 Single \$0 Family
	Maximums	\$2,000 per calendar year per Person
	Basic & Major Combined	Not Covered
	Orthodontics	General Practitioner,
	Dental Fee Guide	Includes 20% allowance for Specialists
	Predetermination Minimum	\$300
	Survivor Benefit	Included
	Conversion	Included
	Termination	Earlier of: The date the employee's employment ends or at retirement.

Commencement and Termination of Coverage

You are eligible participate in the plan after completion of the eligibility waiting period. The waiting period can only be satisfied by continuous employment as an insurable employee, ending on or after the effective date of this plan. You are considered continuously employed only if you satisfy the actively at work requirement throughout the eligibility waiting period.

*You must apply for coverage no later than thirty-one (31) days after you become eligible. After thirty-one (31) days, you must provide evidence of insurability for you and your dependents before you can participate.

*You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.

*You must be employed on a permanent, and non-seasonal basis for at least thirty-seven and one-half (37 ½) hours each week to join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, you stop paying the required premiums, or the policy terminates, whichever is earliest.

Your dependents' coverage terminates when your insurance terminates or your dependent no longer qualifies, whichever is earlier.

When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your Employer will provide you with details.

Employee Life Insurance

(See Benefit Summary for Amount Insured)

You may name a beneficiary for your life insurance and change that beneficiary at any time by completing a form available from your Employer. On your death, your Employer will explain the claim requirements to your beneficiary. The insurance company will pay your life insurance benefits to your beneficiary.

- Your life insurance terminates at age 71.
- You are entitled to waiver of premium benefits after you have been continuously disabled for one-hundred twenty (120) days. You will be considered disabled during the period you are entitled to receive Long Term Disability benefits.
- If any or all of your insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You

must apply and pay the first premium no later than thirty-one (31) days after your group insurance terminates. See your Employer for details.

Dependent Life

(See Benefit Schedule for Amount Insured)

If one of your dependents dies, The insurance company will pay you the dependent life insurance benefit. Your Employer will explain the claim requirements.

- If you are disabled and the premiums for your employee life insurance are waived, your dependent life insurance will also continue without premium payment until your own coverage terminates or your dependents no longer qualify.
- If your spouse's insurance terminates, he or she may be eligible to apply for an individual conversion policy without providing proof of your insurability. You or your spouse must apply and pay the first premium no later than thirty-one (31) days after your group insurance terminates. See your Employer for details.

Dependent means:

- Your spouse, legal or common-law.
- Your unmarried children under age 21, or under age 25 if they are full-time students.

Children under age 21 are not covered if they are working more than thirty (30) hours a week, unless they are full-time students. Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn 21, or while they are students under 25, and the disorder has been continuous since that time.

Children under fifteen (15) days are not insured for dependent life insurance.

Optional Life

Optional Life Insurance allows you to choose additional coverage for yourself and your Spouse. Check the Benefit Summary for the amount of Optional Life Insurance available. When you apply for Optional Life Insurance, you must provide proof of your insurability, and your application must be approved by the insurance company. If you or your spouse die within two years after applying for Optional Life Insurance, The insurance company has the right to verify any medical information you or your spouse provided. If any inconsistencies are discovered, the claim will be denied and any premiums paid will be refunded.

You may name a beneficiary for your optional life insurance and change that beneficiary at any time by completing a form available from your Employer. On your death, The insurance company will pay your life insurance to your beneficiary. If your spouse dies you will be paid the amount for which he or she was insured. Your Employer will explain the claim requirements.

- If you are approved for waiver of premium on your basic life insurance, any optional life insurance for yourself or your spouse will also continue without premium payment as long as your basic life insurance continues but not beyond the date your optional insurance would otherwise terminate.
- If your or your spouse's optional life insurance terminates, you or your spouse may be eligible to apply for an individual conversion policy without providing proof of insurability. You must apply and pay the first premium no later than thirty-one (31) days after your group insurance terminates. See your Employer for details.
- Your optional life insurance terminates when you reach age 65. Your spouse's coverage terminates at the same time, or when he or she reaches age 65 or is no longer your spouse, whichever comes first.

Limitation

No benefit is paid for a suicide within the first two (2) years of initial or increased optional life coverage. In such a situation, The insurance company refunds the premiums that have been received.

Accidental Death & Disablement

(See Benefit Schedule for Amount Insured)

The Basic Accidental Death and Dismemberment plan covers you twenty-four (24) hours a day, anywhere in the world, for specified accidental losses occurring on or off the job. If you suffer any of the losses listed below in the schedule of losses as the result of an accidental injury which results directly and independently of all other causes and the loss occurs within three-hundred sixty-five (365) days of the date of the accident, the benefits indicated below will be paid.

Who is Covered?

Class I: All active Employees of the Group Client Certificate Holder as provided herein, under the age of 75.

Amount of Coverage

Class I: As written in the Group Client Certificate-Holder's Group Life Insurance contract but not to exceed a maximum of five hundred thousand dollars (\$500,000.00) per Insured Person.

Schedule of Losses

Loss of Life - The Principal Sum

Loss of Both Hands - The Principal Sum

Loss of Both Feet - The Principal Sum

Loss of Entire Sight of Both Eyes - The Principal Sum

Loss of One Hand and One Foot - The Principal Sum
 Loss of One Hand and the Entire Sight of One Eye - The Principal Sum
 Loss of One Foot and the Entire Sight of One Eye - The Principal Sum
 Loss of One Arm - Three-Quarters of The Principal Sum
 Loss of One Leg - Three-Quarters of The Principal Sum
 Loss of One Hand - Two-Thirds of The Principal Sum
 Loss of One Foot - Two-Thirds of The Principal Sum
 Loss of The Entire Sight of One Eye - Two-Thirds of The Principal Sum
 Loss of Thumb and Index Finger of the same hand - One-Third of The Principal Sum
 Loss of Speech and Hearing - The Principal Sum
 Loss of Speech or Hearing - Two-Thirds of The Principal Sum
 Loss of Hearing in One Ear - One-Sixth of The Principal Sum
 Quadriplegia (total paralysis of both upper and lower limbs) - Two-Times The Principal Sum
 Paraplegia (total paralysis of both lower limbs) - Two-Times The Principal Sum
 Hemiplegia (total paralysis of upper and lower limbs of one side of the body) - Two Times The Principal Sum
 Loss of Use of Both Arms or Both Hands - The Principal Sum
 Loss of Use of One Hand or One Foot - Two-Thirds of The Principal Sum
 Loss of Use of One Arm or One Leg - Three-Quarters of The Principal Sum
 Loss of Four Fingers of One Hand - One-Third of The Principal Sum
 Loss of All Toes of One Foot - One-Eighth of The Principal Sum

"Loss" as above used with reference to quadriplegia, paraplegia, and hemiplegia means the complete and irreversible paralysis of such limbs; as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; and as used with reference to eye means the irrecoverable loss of the entire sight thereof.

“Loss” as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing in both ears.

“Loss” as used with reference to “Loss of Use” means the total and irrecoverable loss of use provided the loss is continuous for twelve (12) consecutive months and such loss is determined to be permanent.

All claims submitted under this policy for Loss of Use must be verified by agreement between a licensed practicing physician appointed by the Policyholder and a licensed practicing physician appointed by the Company, or in the event that the two physicians so appointed cannot arrive at an agreement, a third licensed practicing physician shall be selected by the first two physicians and the majority decision of the three physicians shall be binding on the Policyholder and the Company. This procedure may be waived by the Company at its sole discretion.

Indemnity provided under this Section for all losses sustained by any one (1) Insured Person as the result of any one (1) accident, only one of the amounts so stated in said Table, the largest shall be payable.

Exposure & Disappearance

If by reason of an accident covered by the policy an Insured Person is unavoidably exposed to the elements and, as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of the policy.

If the body of an Insured Person has not been found within one year of disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed subject to all other terms and provisions of the policy, that such Insured Person shall have suffered loss of life within the meaning of the policy.

Beneficiary Designation

Indemnity payable in the event of the Accidental Death of an Insured Employee shall be payable to the beneficiary or beneficiaries designated in writing by the Insured Employee and on file with the Policyholder or Company, or if there is no such beneficiary designation with respect to the Insured Employee, such indemnity shall be payable to the Estate of the Insured Employee. With the exception of Rider 4 and 5 of The Policy entitled OCCUPATIONAL TRAINING BENEFIT and EDUCATION BENEFIT, all other indemnities payable, including indemnities payable for Insured Dependents, if any, shall be payable to the Insured Employee.

Additional Benefits

Repatriation Benefit

In the event Accidental Death is sustained by an Insured Person not less than fifty (50) kilometres from the Insured Person's normal place of residence and indemnity for such loss becomes payable in accordance with the terms of The Policy, the Company will in addition pay the actual expenses incurred for the transportation of the body of the deceased Insured Person to the first resting place (including but not limited to a funeral home or the place of interment) in proximity to the normal place of residence of the deceased, including charges for the preparation of the body for such transportation, not to exceed in the aggregate the amount of ten thousand dollars (\$10,000) for all such expenses.

The above benefit shall only be payable under one (1) of the policies issued by the Company and shall not duplicate benefits payable under any other insurance.

Rehabilitation Benefit

In the event an Insured Employee sustains an injury which results in a loss under the Table of Losses, and that such injury requires that the Insured Employee undergo special training in order to be qualified to engage in a special occupation in which he/she would not have engaged except for such injury, the Company will pay the reasonable and necessary expenses actually incurred by the Insured Employee for such training; however, payment by the Insurer for the total of all expenses incurred by any Insured Employee shall not exceed ten thousand dollars (\$10,000) as the result of any one accident, nor shall payment be made for any expense incurred more than three (3) years after the date of the accident, nor shall payment be made for room, board, or other ordinary living, travelling or clothing expenses.

The above benefit shall only be payable under one of the policies issued by the Company and shall not duplicate benefits payable under any other insurance.

Occupational Training Benefit

In the event of Accidental Death is sustained by an Insured Employee and indemnity for such loss becomes payable in accordance with the terms of The Policy, the Company will pay the reasonable and necessary expenses actually incurred within three (3) years from the date of such accident by the Spouse of the Insured Employee who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he/she would not otherwise have sufficient qualifications, not to exceed in the aggregate the amount of ten thousand dollars (\$10,000) for all such expenses. Payment shall not be made for room, board, or other ordinary living, travelling or clothing expenses.

The above benefit shall only be payable under one of the policies issued by the Company and shall not duplicate benefits payable under any other insurance.

Education Benefit

If an Insured Employee's eligible Dependents are covered under The Policy on the date of such Insured Employee's death due to an injury for which benefits are

payable under The Policy, the Company will pay the Education Benefit stated below for each of the Insured Employee's Dependent children, as described in The Policy, who are enrolled as full-time students:

in a school for higher learning above the secondary school level as defined in the Province or State of residence; or at the secondary school level but who enroll as full-time students in a school for higher learning within three hundred and sixty-five (365) days after the date of death of the Insured.

The Education Benefit is equal to the reasonable and necessary expenses actually incurred up to a maximum of five percent (5%) of the Insured Employee's Principal Sum or five thousand dollars (\$5,000), whichever is lesser, each year the Insured Dependent Child described above continues his/her education on a full-time basis in a school for higher learning, but not to exceed four (4) years, which must run consecutively, with respect to any one Insured Dependent Child.

The benefit will be paid each year immediately upon receipt of satisfactory proof that the child is enrolled as a full-time student in a school for higher learning, but payment shall not be made for expenses incurred prior to the death of the Insured Employee, nor for room, board, or other ordinary living, travelling or clothing expenses.

"School for higher learning" includes any university, community college, private college or trade school.

The above benefit shall only be payable under one (1) of the policies issued by the Company and shall not duplicate benefits payable under any other insurance.

Personal Mobility Benefit

In the event an Insured Person sustains an injury which results in a loss payable under the Table of Losses, and that such injury requires that the Insured Person purchase a wheelchair, a specially modified vehicle with a wheelchair lift and hand-controls or specially adapted electronic controls, or any specially designed personal lifting device for the Insured Person's home or private automobile, the Company will pay the reasonable and necessary expenses actually incurred by the Insured Person for such equipment; however payment by the Company for the total of all expenses incurred by any Insured Person for such equipment; however, payment by the Company for the total of all expenses incurred by any Insured Person shall not exceed fifty thousand dollars (\$50,000) as the result of any one accident, nor shall payment be made for any expense incurred more than two (2) years after the date of the accident.

The above benefit shall only be payable under one (1) of the policies issued by the Company and shall not duplicate benefits payable under any other insurance.

Child Care Benefit

In the event an Insured Person sustains an injury which results in a loss payable under the Table of Losses, and such loss results in an amount payable, at least equal to the Principal Sum amount, the Company will pay the reasonable and necessary charges for enrollment in an accredited Child Care facility for each Dependent Child of the Insured Person who is under thirteen (13) years of age and enrolls in an accredited Child Care facility within ninety (90) days following the date of the accident giving rise to the loss, or is already enrolled in such a facility. However, payment by the Company shall not exceed a maximum amount of five thousand dollars (\$5,000) per year per Dependent Child and shall not exceed a maximum payment period of four (4) consecutive years.

The above benefit shall only be payable under one of the policies issued by the Company to any Insured Person and shall not be payable where the same benefits are paid or payable under any other insurance.

Home Modification Benefit

In the event an Insured Person sustains an injury which results in a loss payable under the Table of Losses and such injury results in the loss or loss of use of both feet or both legs, or results in quadriplegia, paraplegia, or hemiplegia, the Company will pay the one-time cost of alterations to the Insured Person's residence to make it wheelchair-accessible and habitable, if carried out by an individual *or individuals* experienced in such alterations and recommended by a recognized organization providing support and assistance to wheelchair users. However, payment by the Company for the total of all expenses incurred by the Insured Person *for this benefit* shall not exceed a maximum amount of twenty-five thousand dollars (\$25,000) as the result of any one accident, nor shall payment be made for any expense incurred more than two (2) years after the date of the accident giving rise to the injury.

The above benefit shall only be payable under one (1) of the policies issued by the Company to any Insured Person and shall not be payable where the same benefits are paid or payable under any other insurance.

Day Care Benefit

If indemnity becomes payable under the policy for accidental loss of life of an Insured Employee, the Company will pay an amount equal to the lesser of the following amounts:

- (1) The actual cost charged by such day care centre per year, or
- (2) three percent (3%) of the Insured's Principal Sum, or
- (3) five thousand dollars (\$5,000.00) per year,

On behalf of any child who was an Insured's dependent at the time of such loss and is under age 13 and is currently enrolled or subsequently enrolled in an accredited day care centre within ninety (90) days following such loss.

The benefit is payable annually for a maximum of four (4) consecutive payments but only if the dependent child continues his or her enrollment in an accredited day care centre.

Family Transport and Subsistence Benefit

In the event an Insured Person sustains an injury which results in a loss payable under the Table of Losses, and is confined to hospital located not less than two-hundred and fifty (250) kilometres from the Insured Person's normal place of residence, the Company will pay for the return fare, economy class transportation, of one member of the Insured Person's immediate family or a close friend, by the most direct route via common carrier, when the attending physician advises the necessary attendance of such person and such person attends to the Insured Person in accordance with the physician's advice. The Company will also pay for the reasonable and necessary expenses incurred by the family member or friend for accommodation and meals, limited to a maximum amount payable of two hundred dollars (\$200.00) per day inclusive, up to a maximum duration of ten (10) days while such person is attending the Insured Person. However, payment by the Company for the total of all transportation, accommodation and meal expenses shall not exceed a maximum amount of ten thousand dollars (\$10,000) as the result of any one (1) accident.

The above benefit shall only be payable under one (1) of the policies issued by the Company to any Insured Person and shall not be payable where the same benefits are paid or payable under any other insurance.

Seat Belt Benefit

In the event an Insured Person is a driver or a passenger in a private passenger type automobile and sustains an injury in an accident for which a loss is payable under the Table of Losses, the benefit payable will be increased by ten percent (10%) if the Insured Person was wearing a properly fastened seat belt at the time of the accident, as verified by the official report of the accident or by the investigating authority.

Disability Fitness Benefit

In the event an Insured Person sustains an injury which results in a loss payable under the Table of Losses, the Company will pay the reasonable and necessary expenses actually incurred for the purpose of any specially designed fitness training or athletic equipment for disabled persons, which the Insured Person would not have required except for such injury; however, payment by the Company for the total of all such expenses incurred by an Insured Person shall not exceed five thousand dollars (\$5,000) as the result of any one (1) accident, nor shall payment be made for any expense incurred more than two (2) years after the date of the accident.

The above benefit shall only be payable under one (1) of the policies issued by the Company and shall not duplicate benefits payable under any other insurance.

Waiver Of Premium

In the event an Insured Person becomes totally and permanently disabled and his/her waiver of premium claim is accepted and approved under the Policyholder's current group life policy, then the premiums payable under this policy are waived as of the same date the claim is accepted and approved by the Group Life Plan Underwriter until one (1) of the following occurs, whichever is earlier:

- (a) The date the Insured Person attains age 65.
- (b) The date of the death or recovery of the Insured Person.
- (c) The date the policy is terminated.

Conversion Privilege

In the event of the employee's termination of employment, conversion to an individual accident insurance plan will be allowed. This conversion allows the employee to purchase any amount of accident insurance up to the employee's Principal Sum amount at the time of termination. Such application for conversion is to be made within sixty (60) days of the date of termination. Premium rates will be the Insurance Company's current individuals rates at the time of conversion based on age and occupation.

Exclusions

The accident insurance plan does not cover any loss resulting from:

- Suicide or self-inflicted injuries;
- Full-time service in the Armed Forces;
- Declared or undeclared war or any act thereof;
- Injuries received during aircraft travel except for the purposes of transportation where the member is travelling as a passenger.

Short Term Disability (Employee Wage Indemnity Benefit)

Refer to the Weekly Indemnity Plan for the Weekly Indemnity Benefit for which you are eligible. The insurance company is the administrator of the benefit only.

Qualifying Period:

For accident	Nil
For hospitalization (must be admitted overnight)	Nil
For sickness	two (2) working days

Length of Benefit:

Benefits will not be paid beyond the end of the seventeenth (17th) week for any one (1) period of disability.

Notice of Claim:

You must submit notice of being totally disabled within thirty (30) days of the date the disability began. However, it should be noted that the waiting/qualifying period does not begin until the Doctor is seen and that benefits will not be paid prior to the Doctors visit.

Amount of Taxable Weekly Benefit:

Eighty percent (80%) of your weekly basic earnings, up to a maximum benefit equal to the maximum sickness benefit under the Employment Insurance Act.

Weekly benefit payments under this plan are taxable to the employee. Income tax will be deducted by the insurance company and they will issue T4A forms for Weekly Indemnity benefits paid to you in that year.

Termination Age:

Age 70 as indicated in the Schedule of Benefits issued to your Employer or retirement, whichever is earlier.

Long Term Disability

(See Benefit Summary for Amount Insured)

The plan provides you with regular income to replace income lost because of a lengthy disability due to illness or injury. Benefits begin after the waiting period is over, and continue until you are no longer disabled or until the end of the benefit period, whichever comes first. Check the Benefit Summary for the benefit amount, benefit period and waiting period.

- After the waiting period, separate periods of disability arising from the same disease or injury are considered to be one (1) period of disability unless they are separated by at least six (6) months.
- If disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as no interruption is longer than two (2) weeks and the disabilities arise from the same disease or injury. If your Employer provides short term disability or sick leave benefits that are still being paid when the waiting period ends, the waiting period will be extended to the date the short term disability or sick leave benefits end, but not later than one (1) year after your disability started.
- Long Term Disability benefits are payable for the first twenty-four (24) months following the waiting period if injury or disease prevents you from doing your own job. You are not considered disabled if you can perform a combination of duties that regularly took at least sixty percent (60%) of your time to complete.

- After twenty-four (24) months, LTD benefits will continue only if your disability prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and provides you with an income of at least fifty percent (50%) of your indexed monthly earnings before disability.
- Because your Employer pays all or part of the cost of LTD coverage, benefits are taxable.
- Your LTD insurance terminates when you reach age 65.

Other Income

Your monthly LTD benefit is reduced by other income you are entitled to receive while you are disabled. Your LTD benefit is first reduced by:

- disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan
- benefits under any Workers Compensation Act or similar law

Your LTD benefit is then reduced to the extent that it together with the other income listed below exceeds eighty percent (80%) of your indexed monthly earnings before disability.

- benefits another member of your family is entitled to on the basis of your disability under the Canada or Quebec Pension Plan that are paid directly to you
- loss of income benefits available through legislation, except for Unemployment Insurance benefits, which you and any other members of your family are entitled to on the basis of your disability, including automobile insurance benefits where permitted by law
- disability benefits under a plan of insurance available through membership in an association.
- employment income, disability benefits, or retirement benefits related to any employment except an approved rehabilitation plan or program.
(termination pay & severance benefits are included in employment income under this provision)

Earnings received from an approved rehabilitation plan or program are not used to reduce your LTD benefit unless those earnings, together with your income from this plan and the other income listed above, would exceed your indexed monthly take-home pay before you became disabled. If it does, your benefit is reduced by the excess amount.

Limitations

No benefits are paid for:

- Disability that begins before your insurance starts or after it ends.

- Disability arising from a disease or injury for which you received medical care before your insurance started. This limitation does not apply if your disability starts after you have been continuously insured for one (1) year, or you have not had medical care for the disease or injury for a continuous period of ninety (90) days ending on or after the date your insurance took effect.
- Any period in which you do not cooperate with a reasonable treatment program. Depending on the severity of the condition, the plan may require you to be under the care of a specialist. For substance abuse treatment must include participation in a recognized substance abuse withdrawal program.
- The scheduled duration of a layoff or leave of absence.
- If you are an Alberta resident, this does not apply for any portion of a period of maternity leave during which you are disabled due to pregnancy.
- Any period after you do not cooperate in an approved rehabilitation plan or program.
- Any twelve (12) month period during which you do not live in Canada for at least six (6) months.
- Any period of confinement in a prison or similar institution.
- Disability arising from war, insurrection, or voluntary participation in a riot.

Conversion Privilege

If you changed jobs, you may apply for an individual LTD policy without any medical tests. You must apply and pay the first premium no later than thirty-one (31) days after you start your new job, and you must start your new job no later than six (6) months after you leave your present one. See your Employer for details.

How to Make a Claim

Obtain an Employee Claim Submission form (M5454) from your Employer. Return the completed form to your Employer but no later six (6) months after proof of your claim has been requested.

Health Care Spending Account (HCSA)

Benefit Plan

Your Health Care Spending Account is sponsored by Peak of the Market and administered by Green Shield Canada. Full-time employees who have completed their initial probationary period are eligible to receive this benefit.

It pays for expenses that qualify as a Medical Expense Tax Credit under the Income Tax Act of Canada. For your information we have provided you with an overview of the eligible expenses.

You can claim for reimbursement of eligible expenses. An eligible expense would be:

- (a) a deductible expense on your income tax return, as outlined in the Income Tax Act regulations and CRA's interpretation bulletins; and
- (b) an item for which you are not receiving benefits coverage under a provincial health insurance plan or under your group benefit plan or your spouse's group benefit plan.

(This means you can be reimbursed for the amount of the deductible, the percentage not covered by the group benefit plan, or the amount in excess of group benefit plan maximums.)

Dependents:

In addition to your dependents eligible under your group benefit plan, your eligible dependent is a relative who is a Canadian resident and dependent on you for support and for whom you are claiming a tax deduction on your federal tax return. The definition of an eligible dependent is governed at all times by the rules and regulations of the Canadian Income Tax Act.

Your Health Care Spending Account:

Your HCSA is an account, established by Peak of the Market under which a predetermined lump sum amount will be allocated to your account at the beginning of each benefit Year, as follows:

Benefit Year:

Your HCSA is based on a Benefit Year. Your Benefit Year runs from April 1 to March 31.

How it works:

With your Health Care Spending Account you receive a lump sum amount at the beginning of the Benefit Year to reimburse you for Eligible Expenses incurred during that Benefit Year. When you submit an HCSA claim you will be reimbursed for Eligible Expenses, up to the balance in your account.

Any balance in your account on the last day of the Benefit Year will be carried forward to, but not beyond the end of, the next Benefit Year. This balance will be added to your new credits and claims for the new Benefit Year and may be applied to the combined amount, using the previous Benefit Year credits first. At the end of the new Benefit year, any remaining previous Benefit Year credits would be forfeited.

Time limit for submitting claims:

We must receive your claim for Eligible Expenses no later than 30 days after the end of the Benefit Year or, if earlier, the date of termination of employment, retirement,

death, or leave of absence greater than thirty days (other than Maternity, Adoption or Parental Leave).

Termination:

Only expenses incurred prior to the date of termination of employment, retirement, death, or leave of absence greater than thirty days (other than Maternity, Adoption or Parental Leave) will be eligible for reimbursement. Your claim should be submitted without delay.

Maternity, Adoption or Parental Leave:

If you elect to continue benefits under your group plan, you may continue to submit claims for expenses incurred prior to, or during, the period of your leave.

Eligible Expenses:

Eligible Expenses are those items that would qualify as a medical expense tax credit under the Income Tax Act of Canada. These are outlined in the Income Tax Act regulations and CRA's Interpretation Bulletins. This would not include an item for which you or your dependent is eligible for reimbursement under a group benefit plan or provincial health insurance plan.

Following is an overview of many of the items included in CRA's Interpretation Bulletin IT-519R2 "Medical Expense and Disability Tax Credits and Attendant Care Expenses Deduction" of the Income Tax Act, and is subject to change.

- Out-of-pocket expenses not reimbursed through your group benefit plan. This would be any applicable deductible, benefit percentage or amounts exceeding any applicable benefit plan maximums.
- Fees for Professional Services, such as:
acupuncturist (qualified medical practitioner), chiropodist (podiatrist), chiropractor, Christian Science practitioner, dentist, naturopath, nurse, optometrist, physician, physiotherapist, psychologist (when licensed by the province to provide therapy or rehabilitation), speech therapist (for pathological or audiological impediments), therapist (therapist). (Medical practitioners must be registered in the jurisdiction in which the services are rendered.)
- Fees for Dental Care services:
Diagnostic, preventive, endodontics, periodontics, restorative and orthodontics.
- Drugs and medicines (preparations or substances) prescribed by medical practitioner, including over-the-counter drugs.
- Eyeglasses and contact lenses or other devices for the treatment or correction of a vision defect, as prescribed by a licensed medical practitioner or optometrist.

- Fees paid to a public or licensed private hospital (as defined in the Income Tax Act).
- Fees paid for facilities and services, such as:
 - care in a nursing home; a self-contained domestic establishment; or a special school, institution or other place required by reason of a mental or physical handicap;
 - care of a person who has been certified to be mentally incompetent; or a blind person; and
 - full-time attendants or care in a nursing home (for those confined to a bed or wheelchair).
- Ambulance fees for transportation to or from hospitals.
- Fees paid for Medical Equipment and Devices, which are prescribed by a medical practitioner:
 - Artificial eye; limb; artificial kidney machine (including reasonable installation, home alteration and operating costs);
 - Blood sugar level measuring devices for diabetes;
 - Brace for a limb;
 - Colostomy and ileostomy pads;
 - Crutches;
 - Diapers, disposable briefs, catheters, catheter trays, tubing or other products required by persons who are incontinent on account of illness, injury or affliction;
 - Heart monitoring or pacing devices;
 - Hospital bed (when required at home);
 - Needles and syringes;
 - Wheelchair;
 - Wigs made to order and required as a result of abnormal hair loss due to disease, accident or medical treatment;
 - Power-operated lift designed exclusively for use by disabled individuals (to allow access to different levels of a building, to assist in gaining access to a vehicle, or to place wheelchairs in or on a vehicle);
 - Device designed exclusively to enable an individual with a mobility impairment to operate a vehicle;
 - Device designed to assist a person in entering or leaving a bathtub or shower, or getting on or off the toilet;
 - Device to aid the hearing of a deaf person;

Electronic speech synthesizers that enable mute individuals to communicate using a portable keyboard;

Synthetic speech systems, Braille printers and large print-on-screen devices that enable blind persons to utilize computers;

Monitors which can be attached to babies identified as being prone to sudden infant death syndrome and which sound an alarm when the baby stops breathing;

Hearing aids.

- **Other Eligible Expenses** include:

Premiums paid to a private insurer for medical or hospital coverage;

Costs of acquisition, care and maintenance (including food and veterinarian care) of a dog specially trained to assist a person who is blind, deaf, or severely impaired in the use of arms or legs;

Costs of arranging and having a bone marrow or organ transplant, including legal fees, insurance premiums, travel, meal and accommodation expenses;

Reasonable home renovations for persons who lack normal physical development or who have severe and prolonged mobility impairment, to enable them to be mobile and functional within the dwelling.

An example of **expenses not eligible for reimbursement** are premiums paid to provincial medical or hospitalization plans and medical costs for which the person is reimbursed or is entitled to be reimbursed. It is at all times governed by the non-eligible expenses, restrictions and limitations set forth in the Income Tax Act.

A complete listing of eligible expenses can be found in the CRA (Canada Revenue Agency) Interpretation Bulletin IT-519R2, "Medical Expense and Disability Tax Credits and Attendant Care Expense Deduction" as amended from time to time. This is available on the Internet site at

www.cra-adrc.gc.ca/E/pub/tp/it519r2-consolid/it519r2-consolid-e.html

For additional information you can consult a CRA office or call the Green Shield Customer Service Centre at 1-888-711-1119.

Your Health Care Spending Account is governed at all times by the rules and regulations of the Income Tax Act. In the event of a dispute the Income Tax Act shall prevail.

How to Claim:

For claims reimbursement, complete a Health Care Spending Account Claim Submission Form and attach proof of payment.

Be sure you have first submitted these claims to any provincial health insurance, or any private health care plan you may have (including another **Sirius** plan, spousal plan, etc.)

You can indicate on the claim form if you want your eligible expenses paid from your **Sirius** health plan first, and any unpaid portion of your eligible expenses paid from your Health Care Spending Account.

The completed form and enclosures should be mailed to:

Sirius/SSQ Financial Group

Head Office

2525 Laurier Boulevard, P.O. Box 10500, Stn Sainte-Foy

Quebec City, Quebec G1B 4H6

Phone 1-888-400-0023

Schedule "D"

Dental Plan (Current Dental Fee Guidelines for each year of the agreement)

These benefits are being provided pursuant to the terms and conditions of an insurance plan and the specific terms of such plan shall be as set forth in the Employer's master policies issued by the Insurer. Where there is a conflict, the provisions of the master policy shall prevail. The rights of eligible employees in respect of insurance coverage and settlement of all claims arising out of such coverage shall be in accordance with the provisions, terms and conditions of such insurance plans, and all disputes concerning same shall be pursued and resolved between the employee and the insurance carrier.

(See Benefit Summary for Amount Insured)

Please refer to the Benefit Summary in your Employee Benefits Booklets for additional maximums, deductibles, limitations and general exclusions which may apply.

The Eligible Services listed below are not an attempt to dictate dental health requirements. Your dentist is best able to determine the dental treatment program for you, although those services may not be eligible under this plan.

Overall Limitation

Examination/assessments/evaluations/re-evaluations and analysis

Any of the above, whether by General Practitioner or Specialist and whether recall, complete, limited, specific, periodontal or emergency as well as assessments and/or evaluations and/or analysis by any Dental Health Care Provider registered licensed, or qualified to do so, will be limited to two (2) per calendar year.

Predetermination

If the cost of any proposed dental treatment is expected to exceed three hundred dollars (\$300.00), submit to the insurance company a detailed treatment plan from your dentist **before your treatment begins**. Both you and your dentist will be advised of the amount you are entitled to receive.

If a description of the procedures to be performed and an estimate of the dentist's charges **are not submitted in advance**, the insurance company reserves the right to make a determination of benefits payable, taking into account alternate procedures, Services or course of treatment, based on accepted standards of dental practice.

Limited Benefit Clause

Contract provisions that authorize the insurance company to determine the amount of benefits payable, giving consideration to limited procedures, services, or courses of treatment that may be performed to accomplish the desired result. The attending dentist and the patient have the option of which procedure to use, although payment for the procedure may be based on the "limited treatment" principle. The Limited Benefit Clause is a financial limitation and not intended as a comment regarding an treatment recommended or performed by a dentist.

Schedule of Eligible Services

Schedule A (Basic Services)

The following Eligible Services shall be paid at the amount as indicated in your Benefit Summary, of the licensed dentist's and/or licensed dental treatment provider's usual, reasonable and customary charge in accordance with the **General Practitioners Fee Guide** stated in the "**Benefit Summary**".

- (a) Complete, general or comprehensive oral examination once every three (3) years, recall examinations twice in twelve (12) months.
- (b) Dental X-rays, including complete mouth X-rays and panoramic X-ray once every three (3) years; bitewing X-rays twice in twelve (12) months; and other dental X-rays as required in connection with the diagnosis of a specific condition requiring treatment.
- (c) Tests and laboratory examinations including biopsies.
- (d) Treatment planning for extra time spent on unusually complicated cases or where the patient demands unusual time in explanation or where diagnostic material is received from another source. Unusual case presentation time and usual treatment planning time are implicit in the examination fee and in the radiographic interpretation fee.
- (e) Cleaning of teeth and topical application of fluoride twice in twelve (12) months.
- (f) Proper and effective home care oral hygiene instruction/re-instruction (care of the mouth) twice in twelve (12) months.
- (g) Pit and fissure sealants, a plastic coating sealed into the chewing surface of the tooth.
- (h) Space maintainers that replace prematurely lost teeth for children.
- (i) Amalgam, tooth coloured filling restorations and temporary sedative fillings.
- (j) Inlay restoration - these are considered basic restorations and will be paid to the equivalent non-bonded amalgam.

- (k) Extraction's, including simple and complicated removal of erupted teeth, partially or completely bone impacted teeth, extra teeth, teeth in an unusual position, or residual roots.
- (l) Endodontic treatment including:
- root canal therapy (up to three [3] or more roots)
 - pulpotomy (removal of the pulp from the crown portion of the tooth)
 - pulpectomy (removal of the pulp from the crown and root portion of the tooth)
 - apexification (assistance of root tip closure)
 - apical curettage, root resections and retrograde fillings (cleaning and removing diseased tissue of the root tip)
 - root amputation and hemisection
 - bleaching of non-vital tooth/teeth
 - emergency procedures including opening or draining of the gum/tooth
- (m) Periodontal treatment of diseased bone and gums including:
- scaling, root planning, provisional splinting, and certain periodontal appliances
 - displacement packing, management of infections and desensitization
 - grafts using patient's own tissue, excluding synthetic materials
 - occlusal equilibration - selective grinding of tooth surfaces to adjust a bite

The fees for periodontal treatment are based on units of time (fifteen [15] minutes per unit) and/or number of teeth in a surgical site in accordance with the General Practitioners Fee Guide.

- (n) Standard denture services including:
- denture repairs and/or tooth/teeth additions
 - standard relining and rebasing of dentures only after six (6) months have lapsed from the installation of an initial or replacement denture, but not more that one standard relining or rebasing in any period of three (3) years
 - denture cleaning twice in twelve (12) months
 - soft tissue conditioning linings for the gums to promote healing.
 - remake of a partial denture using existing framework
- (o) Surgical services including:
- surgical exposure, repositioning, transplantation or enucleation of teeth
 - alveoplasty, gingivoplasty and/or stomatoplasty - shaping or restructuring of bone or gum for the better accommodation of any prosthetic appliance
 - removal of cysts and tumors
 - incision, drainage and/or exploration of soft or hard tissue

- fractures including the treatment of the dislocation and/or fractures including the lower or upper jaw and repair of soft tissue lacerations
 - frenectomy - surgery on the fold of the tissue connecting the lip to the gum or the tongue to the floor of the mouth
- (p) General anaesthetics and intravenous sedation.

Schedule B (Major Services)

The following Eligible Services shall be paid at the amount as indicated in your Benefit Summary, of the licensed dentist's and/or licensed dental treatment provider's usual, reasonable and customary charge in accordance with the **General Practitioners Fee Guide** stated in the "**Benefit Summary**".

- (q) Standard dentures including complete, immediate, transitional, and partial dentures once every five (5) years.
- Denture adjustments, remount and equilibration procedures, only after three (3) months have lapsed from the installation of an initial or replacement denture.
- (r) Onlays, or crown restorations to restore diseased or accidentally injured natural teeth once every five (5) years.
- (s) Repair or recementing of crowns, onlays and bridgework on natural teeth.
- (t) Bridges, including pontics, abutment retainers/crowns on natural teeth once every five (5) years.

Limitations

1. Laboratory charges must be completed in conjunction with other services and will be limited to the reimbursement percentage of such services. Laboratory charges that are in excess of forty percent (40%) of the dentist's fee in the General Practitioners Fee Guide will be reduced accordingly.
2. For complete or partial denture services, standard relining and rebasing, crowns and bridges, if you and your dentist decide on personalized restorations or specialized techniques such as precision attachments or stress-breakers, reimbursement of the applicable percentage of the cost of standard services only will be made, and the balance of any cost will remain your responsibility.
3. Major reconstruction (crowns) of decayed teeth is eligible only when basic restoration methods (fillings) cannot be used satisfactorily. Restorations necessary for wear, acid erosion, vertical dimension and/or restoring occlusion are not eligible. Crowning of teeth includes temporary protection of prepared teeth.
4. Core build-ups are eligible only for the purpose of retention and preservation of a tooth when performed with crown treatment. Necessity must be evident

on mounted pretreatment x-rays. Core build-ups to facilitate impression taking and/or block out undercuts are not covered and are considered included in the cost of the crown.

7. When more than one (1) surgical procedure is performed during the same appointment in the same area of the mouth, only the most comprehensive procedure will be eligible for reimbursement.
8. General anesthetic must be administered by a separate qualified dentist or medical doctor other than the attending dental surgeon, and only when medically necessary and administered in conjunction with oral or dental surgery.
9. When periodontal surgery flap approach codes are submitted on a predetermination or claim form, periodontal surgery graft codes will not be eligible for reimbursement if the grafts are one in the same section of the mouth and during the same appointment.
10. Root Planning is not eligible if done at same time as gingival curettage.
11. Reimbursement will be pro-rated and reduced accordingly when time spent by the dentist is less than the average time assigned to a dental service procedure code in the General Practitioners Fee Guide.
12. Reimbursement will be limited to the claiming of a standard denture and not for an implant retained prosthesis. Reimbursement for the cleaning of a standard denture which includes implant retained prosthesis will be reduced accordingly.
13. Reimbursement for retreatment, remakes, duplications and replacements will be based on contractual frequency limitations for crowns, bridges, standard dentures and standard relines and rebasing.
14. Reimbursements for root canal therapy will be limited to payment once, and thereafter only once for possible follow-up procedure such as apioectomies, root resections, retro filling and extraction's.
15. The total fee for root canal includes all pulpotomies and pulpectomies performed on the same tooth.
16. Treatment rendered by a Specialist will be assessed in accordance with the General Practitioners Fee Guide.
17. Common surfaces on the same tooth/same day will be assessed as one surface. If and when individual surfaces are restored on the same tooth/same day, payment will be assessed according to the procedure code representing the combined surface. Payment will be limited to a maximum of five (5) surfaces in any thirty-six (36) month period.

18. The benefits payable for multiple restorative services in the same quadrant performed at one appointment will be reduced by twenty percent (20%) for all but the most costly service in the quadrant.

Exclusions

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Services or supplies for implantology, including tooth implantation and surgical insertion of fabricated implants.
2. Diagnostic and/or intraoral repositioning appliances including maintenance, adjustments, repairs and relines related to treatment of temporomandibular joint dysfunction.
3. Appliances related to treatment of myofascial pain syndrome including all diagnostic models, gnathological determinants, maintenance, adjustments, repairs and relines.
4. Posterior cantilever pontics/teeth and extra pontics/teeth to fill in diastemas/spaces are not eligible for reimbursement.
5. Removal of an amalgam or tooth collared restoration and its replacement with an alternate material unless there is evidence of recurrent decay or significant breakdown.
6. Services, procedures or appliances which are not listed in the General Practitioners Fee Guide.

How To Claim


Submit a completed standard Dental Claim form to the insurance company (dentist usually has a supply). The dentist will complete the dentist portion of the Claim Form. If you have paid the dentist directly, do not sign the "Assignment to Dentist" section. Follow the same procedures outlined above for reimbursement of eligible dental services received outside your province of residence.

All claims must be submitted to and processed by the insurance company within twelve (12) months from the date the Eligible Service was incurred.


Memorandum of Agreement

Re: Wendy Doyle - Present Incumbent Only (PIO)


The parties herein agree that Wendy Doyle shall maintain her PIO status in her current classification and shall receive all negotiated general pay increases.



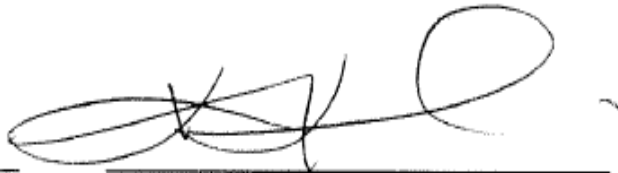
*On Behalf of the Manitoba Government
and General Employees' Union*



On Behalf of Peak of the Market



*On Behalf of the Manitoba Government
and General Employees' Union*



On Behalf of Peak of the Market

Signed this day of July 15th 2009

Memorandum of Understanding

between

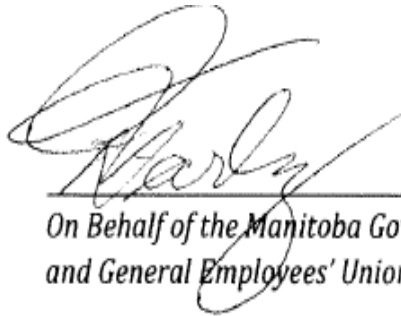
Peak of the Market

and

The Manitoba Government and General Employees' Union

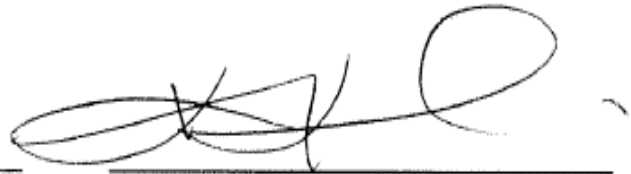
Re: Attendance Management

The Employer shall provide the Union with a copy of its current Attendance Management Program, and the Union shall be consulted regarding any planned changes to said program.


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of Peak of the Market


On Behalf of the Manitoba Government
and General Employees' Union

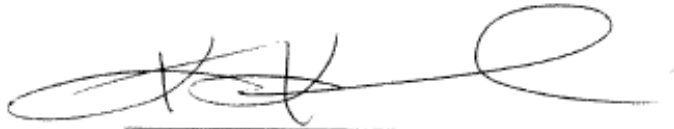

On Behalf of Peak of the Market

Signed this day of July 15th 2009

IN WITNESS WHEREOF: Dave Jeffries, Chair, and Larry McIntosh, President and Chief Executive Officer; have hereunto set their hand for and on behalf of Peak of the Market and Rick Farley, Staff Representative, Geoffrey Wilson, Local Chief Steward, and April Rogers, Local President have hereunto set their hand for and on behalf of the Manitoba Government and General Employees' Union.

Signed this day of July 15 2009


Witness, Larry McIntosh President & C.E.O.


Witness, Ken Krochenski Vice President - Operations


Witness, Rick Farley Staff Representative


Witness, Geoff Wilson Local President


Witness, April Rogers Local Vice President