

Collective Agreement

between

Peak of the Market

and

Manitoba Government and General Employees' Union

Local 124

April 1, 2021 to March 31, 2027

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*All changes appear in **bold**

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*All changes appear 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 April 1, **2021** and shall continue in effect up to and including March 31, **2027**. 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 Article 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
 - **Chief Financial Officer**
 - Sales Representative(s)
 - Transportation Manager(s)
 - Vice President, Sales & Marketing
 - Vice President, Operations
 - Executive Assistants (3)
 - Manager, Training and Quality Assurance

- Sales Manager(s)
- Operation Manager(s)
- **Vice President Research and Quality**
- Human Resource Manager
- Quality Control Manager
- **Director Business Development**
- **Director Sales**
- **Product/Market Development Manager**
- **Quality Control Assistant Manager**
- **Senior Business Analyst**
- **Controller**
- **Communications Manager**
- **Produce Buyer**

- (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 shall 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 to 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 Article 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 a revision and renewal of the Collective Agreement, or the conclusion of a new Collective Agreement shall meet and commence to bargain collectively and make every reasonable effort to conclude a renewal, a 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. The time lines and exchange of proposals set out in this Article can be altered by mutual agreement of the parties.

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 Retroactive Wages

6:01 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to employees who are in the employ of Peak of the Market on the date of the signing of this Agreement.

Article 7 Definitions

7:01 “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.

7:02 “Position” means a job within the classification covered by this Collective Agreement.

- 7:03** “Promotion” means a change for an employee from one (1) 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.
- 7:04** “Overtime” means time worked in excess of an employee’s regular daily hours of work.
- 7:05** “Employee” means a person employed in a position in the bargaining unit.
- 7:06** “Employer” means Peak of the Market.
- 7:07** “Transfer” means the removal of an employee from one (1) 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.
- 7:08** “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.
- 7:09** “Regular Hours of Work” shall be as laid out in Article **22**.
- 7:10** “Increment Date” means the anniversary date in each year of the employee’s employment.
- 7:11** “Merit Increase” means an increase in the rate of at least one (1) step in the pay range for classification of the employee.
- 7:12** “Steward” means an employee(s) elected by the members, 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.
- 7:13** “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.

- 7:14** “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.
- 7:15** “Seasonal Staff” means employee(s) who are employed by the Employer during peak employment periods for less than **ninety (90)** continuous working days.
- 7:16** “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 so, 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.
- 7:17** “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; the term may be extended to **twenty (20)** 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 **twenty (20)** months. Should the job functions of the position be required beyond the **twenty (20)** 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.
- 7:18** “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.

- (a) **Part time employees shall qualify for full benefits (health, dental and pension) once they have worked fifteen hundred (1,500) hours.**
- (b) **Part time employees shall receive vacation pay on each pay period at the rates prescribed in Article 29.**
- (c) **Part time employees will receive statutory holiday pay as outlined in Article 28:03(e).**
- (d) **Part time employees shall have the following benefits prorated. The factor used shall be determined by totaling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by three hundred (300). i.e.: 7 ½ hours x 8 weeks x 5 days (320 i.e.: 8 hours x 8 weeks x 5 days).**
 - Prorating factor = Number of regularly scheduled hours the employee worked in the preceding 8 weeks**
 - 300 (320)**
 - **Sick leave to a prorated annual maximum per Article 30.**
 - **Bereavement leave to a prorating of the amounts per Article 31.**
- (e) **Part time employees shall receive merit increases per Article 24.**
- (f) **Part time employees shall be required to serve a probationary period per Article 18 to a maximum of twelve (12) months.**

7:19 “Student” means a term employee of Peak of the Market who is hired for limited summer term work on the understanding that **they** intend 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.

- 7:20** “Wage Recovery” regular earnings of the employee paid by Peak of the Market while the employee is participating in prescribed Union business as per Article 10 and **27**.
- 7:21** “Workday” shall mean the hours required to work as per Article **22**.
- 7:22** “Union” means the Manitoba Government and General Employees’ Union.
- 7:23** “Regular Earnings” means:
- Regular Hours (including coffee breaks and meetings)
 - Statutory Holidays
 - Acting Pay
 - Shift Premiums
 - Retro Pay
 - Paid Sick Days - as per Article **30**
 - Paid Medical Appointments - as per Article **32**
 - Paid Injury Time - as per Article **34:01**
 - Paid Union Leave - as per Article 10
 - Paid Standby Pay - as per Article **22:09** and **22:10**

Article 8 Interpretations

- 8:01** **Gender neutral language shall be used throughout this Agreement.**
- 8:02** Whenever the singular is used in this Agreement the same shall be construed as meaning the plural where the context so admits or requires.

Article 9 Discrimination, Sexual Harassment, Harassment and Bullying

- 9:01** **The parties agree that the respectful workplace is one that values diversity and inclusion, dignity of the person, courteous conduct, mutual respect, fairness and equality, positive communication between people and collaborative working relationships. 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.

9:02 (a) Every employee is entitled to work in an environment that is respectful and free from all forms of harassment, including sexual harassment. The Employer recognizes its responsibility to build and maintain a diverse, respectful workplace, free from all forms of harassment, including sexual harassment, in which the dignity and self-respect of every person is valued. The Employer will ensure, so far as is reasonably practicable, that no employee is subjected to harassment, including sexual harassment, in the workplace. A respectful workplace requires the cooperation and support from all employees in the organization. Every employee has the responsibility to refrain from participating in behaviour that is, or could reasonably be perceived to be, harassing in nature. Disrespectful behaviour and harassment, including sexual harassment, will not be tolerated.

(b) Harassment is:

- (i) objectionable conduct that creates a risk to the health of a worker; or
- (ii) severe conduct that adversely affects a worker's psychological well-being.

Conduct is "objectionable" if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin.

Conduct is "severe" if it could reasonably cause a worker to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on a worker.

- (c) **Where an employee may have experienced, witnessed, heard or otherwise have concerns of a suspected harassment or discrimination the employee may forward a complaint in writing to the President & Chief Executive Officer, the Chief Financial Officer, or the Chair of the Board of Directors. If the complaint involves any of the above mentioned parties, the employee should report the complaint to one of the other above mentioned parties. The complaint shall be marked “Personal and Confidential”.**
- (d) **Complaints should be made as soon as reasonably possible, normally within thirty (30) days of the incident occurring.**
- (e) **Employees who make a complaint should keep a detailed written record of the event(s) including the name(s) of the individuals involved, place, date, time, witnesses (if any) and details of the offensive behaviour.**

9:03 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 9:02.

Article 10 Union Business

10:01 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.

10:02 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 MGEU Board of Directors of the Union for attendance at MGEU 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.

10:03 The Union shall reimburse the Employer for all wages paid pursuant to Article 10:01 and 10:02.

10:04 Maximum of two (2) members may be absent on Union business at any one (1) time. No more than one (1) from the office area and up to two (2) in the distribution centre, from different classifications.

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

Article 11 Bulletin Boards

11:01 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).

11:02 All Union material shall be posted on the bulletin board. All other material must be approved by the Employer prior to posting.

Article 12 Union Security

12:01 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.

- 12:02** Upon the signing of the application for membership as provided in Article 12:01, the Employer shall mail the application to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba R3C 4M6).
- 12:03** The Employer shall furnish to each new employee a copy of this Agreement which shall be supplied by the Union.
- 12:04** 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.
- 12:05** 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 (Manitoba Government and General Employees' Union, 601 - 275 Broadway, Winnipeg, Manitoba R3C 4M6).
- 12:06** 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.
- 12:07** The Employer shall introduce a new employee to a Union steward on the first day of employment and provide ten (10) minutes paid time for Union orientation in conjunction with the Employer.
- 12:08** 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 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.

- 12:09** Pursuant to Article 12:04, 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 the Employer shall forward it to the Union’s Central Office, (601 - 275 Broadway, Winnipeg, Manitoba R3C 4M6).
- 12:10** 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.
- 12:11** All excluded employees shall not perform work normally performed by an employee covered by the Collective Agreement, except in emergency circumstances and vacations.

Article 13 Contracting Out

- 13:01** The Employer will give all reasonable consideration to continued employment of employees who would otherwise become redundant because work is contracted out.
- 13:02** 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 14 Position Classification Specifications

- 14:01** All classification specifications shall state the duties, responsibilities, qualifications, knowledge and education required for each position.
- 14:02** 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).
- 14:03** 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.
- 14:04**
- (a) Where an employee at any time feels that they are incorrectly classified they may apply in writing to the appropriate Vice President/**Chief Financial Officer** to be reclassified to a different classification.
 - (b) The Vice President/**Chief Financial Officer** shall reply within twenty (20) working days from the date the 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.
- 14:05** 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.

- 14:06** The Employer will provide the Union with any job descriptions where changes have occurred or where new positions have been created.

Article 15 Rights of Stewards

- 15:01** 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 **their** immediate supervisor and permission for such leave shall be neither unreasonably sought nor withheld.
- 15:02** Where a steward has been granted leave (per Article 15:01) **they** shall, upon return to **their** duties, notify **their** immediate supervisor.
- 15:03** A steward shall be considered on duty while in the course of processing grievances and attending meetings or hearings with regard to grievances.
- 15:04** 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.
- 15:05** The Union shall provide each steward with appropriate identification.
- 15:06** The Union agrees that for the term of this Collective Agreement there shall be one (1) steward for the Distribution Centre Section, and one (1) steward for the Office Section.

Article 16 Management Rights

- 16:01** 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.
- 16:02** 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 17 Seniority

17:01 Seniority is defined as the length of continuous service in the bargaining unit since the employee's date of last hire.

17:02 (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 **they** resign voluntarily;
- (ii) If **they are** discharged for just cause and not reinstated under the grievance and arbitration procedure provided for in this Agreement;
- (iii) If **they are** 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 **they** refuse such employment.

17:03 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.

- 17:04** Where an employee is of the opinion that **their** last date of hire is incorrect **they** may appeal the date to the President and Chief Executive Officer or **their** designate.

Article 18 Probation

- 18:01** (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 at 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 forty-four (44) actual work days. 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 **their** former position and classification without any loss of benefits under the Agreement provided that **they** 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 **they** began working in such position. Any employee affected by **their** 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 **their** former position without loss of

seniority. The employee shall have the right to grieve this rejection to Step 1. The decision at Step 1 shall be final for such grievance.

- 18:02** When an employee is called in for any meeting by the President and Chief Executive Officer or designate with regard to either **their** poor performance or a disciplinary manner **they** shall be allowed to have a Union representative present, at any time during the meeting, if **they** feel that **they** require same.
- 18:03** All new employees who are still on probation shall not be entitled to participate in or receive any benefits under Articles **30, 32, 41 and 49** until **their** probation period has been completed. Probationary employees shall be entitled to jury duty leave as outlined in Article **32:03**.

Article 19 Promotions and Bulletins

- 19:01** (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 Article 19:01(a) are relatively equal.
- 19:02** All positions covered by this Agreement shall be bulletined and the Union shall receive a copy of all bulletins forthwith. The name of the successful candidate will be provided to the Union Executive.
- 19:03** Subject to Article **36:08**, all bulletins shall be posted within two (2) weeks of the date of which a position either becomes vacant or is newly created.
- 19:04** All bulletins shall be posted for seven (7) days.

- 19:05** 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.
- 19:06** A position shall be filled **as soon as reasonably possible** from date of posting of a bulletin if filled with a current employee.
- 19:07** Job bulletins shall contain the following information: number of positions open, nature of the position, qualifications, required knowledge and educational skills, shift, hourly rate or range.
- 19:08** Where an employee is promoted from one (1) classification to another, which has a higher maximum salary, the employee shall be placed into the first pay step in the new pay range which constitutes an increase.
- 19:09** (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 19:03, 19:04 and 19:05 and 19:06 shall not necessarily apply to excluded bulletins.
- (c) Notwithstanding the provisions of Article 19:07 bulletins for excluded positions shall not require the wage or salary rate.

Article 20 Labour Management Committee

- 20:01** 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 Executive. The Committee will meet once yearly at a minimum or as required.
- 20:02** 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.

20:03 Employees designated in Article 20:01 shall suffer no loss of earnings while performing duties as Committee members.

Article 21 Acting Pay

21:01 (a) Where an employee is required to perform substantially all of the duties of another employee whose maximum salary is greater than **their** own the acting pay shall **be paid at the same step in the acting role** but never less than a fifty cent (\$0.50) increase **above the step of their home position to the maximum of pay established in acting role.**

(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 Article 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 **fifteen (15)** working days in any given month. The foregoing shall apply in all cases except for the cases of **leave of absence, maternity or paternity leave, prolonged illness and vacation.**

21:04 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 (1) 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.
- (a) Any employee classified as Office Personnel hired after March 20, 1997 shall work seven and one-half (7½) hours per day to a maximum of thirty-seven and one-half (37½) hours Monday to Saturday.
 - (b) All full-time employees employed by the Employer as of April 1, 2005 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 (37½) 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 1, 2001 will be on a voluntary basis.
 - (d) All scheduled shifts will be posted two (2) weeks in advance, except in cases of emergency shifts within the two (2) week period shall not be altered after posting except by mutual agreement between the employee and the Employer.

Shift Premium

- 22:04** (a) Shift premium applies to hours worked between 8:00 p.m. and 6:00 a.m. from Monday to Saturday and all day Sunday for staff hired prior to April 1, 2005.
- (b) Shift premium for staff hired from April 1, 2005 to June 1, 2013 apply to hours worked between 10:00 p.m. and 5:00 a.m. from Monday to Saturday.
- (c) There is no shift premium for staff hired after June 1, 2013.
- (d) Shift premium will remain at one dollar and fifty cents (\$1.50) for the duration of the Collective Agreement.
- (e) 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 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 **their** regularly scheduled shift, **they** shall receive for the work a minimum payment equivalent to four (4) hours at **their** normal rate of pay.
- 22:08** An employee who reports to work for **their** regularly scheduled shift without having previously been notified not to report will be given at least four (4) hours work at **their** regular rate of pay. In order to qualify under this provision the employee must keep the Employer informed of **their** 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 **their** 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 Article 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 biweekly 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 times (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 three (3) hours over and above an eight (8) hours day exclusive of a meal break, a meal allowance of ten dollars (\$10.00) will be provided.

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, **they** shall, upon **their** 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 from their start step to the first step in their pay range on the date which is twelve (12) months after their hiring date;
- (b) All employees hired shall receive an increase in pay to the second step in their pay range on the date which is twelve (12) months after the date the employee was appointed to Step 1;
- (c) All employees shall increase to Step 3 in the salary scale twenty-four (24) months after the date the employee was appointed to Step 2;
- (d) 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 **their** own and is placed at the first pay step of the new classification's pay range pursuant to the provisions of Article 19:08, shall receive an increase in pay to the second step of **their** new pay range on the date which is six (6) months after the date of **their** promotion or receiving the higher paying position.

Article 25 Resignation

- 25:01** Where an employee wishes to resign **they** shall give written notice to the department manager at least **ten (10)** days in advance specifying the last day **they** will be present at work to perform **their** regular duties, **unless an earlier date is mutually agreed upon.**
- 25:02** The employee shall receive from the Employer on the pay day following the last day referred to in Article 25:01, 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** Except in circumstances where faster action is required, 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. If real and immediate action is required and there are no Union Representatives present, the employee can be suspended with pay pending investigation.
- 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 One 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 (1) 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 **their** 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:

Step One: President and Chief Executive Officer

Step Two: Chair of Peak of the Market Board of Directors

Step 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:

- (a) 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.
- (b) Within ten (10) days of the receipt of the letter as provided in (a) above, the Employer shall in writing notify the Union of the Employer's appointee to the Arbitration Board.
- (c) Within ten (10) days of the receipt of the letter as provided in (b) 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.
- (d) If in the event the Employer fails to appoint an appointee, or if the two (2) appointees fail to agree upon a third member within applicable time limits, at the written request of either party the appointment(s) shall be made by the Minister of Labour.
- (e) 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.
- (f) 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.

- (g) 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.
- (h) The decision of the majority shall be the decision of the Arbitration Board and such decision shall be final and binding upon the parties.
- (i) The Arbitration Board shall not have the authority to amend, add to or in any manner change any Article of the Agreement.
- (j) 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 Article 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
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day (Nov 11)
Victoria Day	Christmas Day (Dec 25)
Canada Day (Jul 1)	Boxing Day (Dec 26)
Civic Holiday	

Any other holiday proclaimed 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, the employee 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 times (2x) their regular rate of pay.

For clarity, this means that an employee who works on a statutory holiday listed in the Agreement will be paid for the holiday, plus two times (2x) their regular rate of pay for hours worked on the statutory holiday.

- (d) Where a supervisor or manager is not scheduled to work during the statutory holiday, the most senior scheduled employee will assume the duties and responsibilities of the supervisor position, to the best of their abilities, and will be paid at an “acting pay” rate as per Article 22:01(a).
- (e) **For a part time employee statutory holiday pay is calculated at five percent (5%) of the gross wages (not including overtime) in the four (4) week period immediately before the holiday.**

Example: An employee who works varying hours each day, and earned \$1,200 in the four (4) weeks before the holiday, is entitled to statutory holiday pay of \$60.00 (i.e. \$1,200 x 5% = \$60).

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

- (a) **They have** 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) **They have** absented **themselves** 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) **They** 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:

Since Date of Last Hire	Vacation	Vacation Pay as a Percentage of Regular Earnings
Less than 1 year	10 days	4%
1 year but less than 3 years	10 days	4%
3 years but less than 10 years	15 days	6%
10 years but less than 16 years	20 days	8%
16 years or more	25 days	10%

- 29:02**
- (a) The vacation year shall be from July 1 in one (1) year to June 30 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 days are determined separately from vacation pay.** Vacation **days** shall be earned on a prorated basis **in the first year** and shall accumulate from the start day of the month in which an employee commenced employment. **Vacation days and qualification to move to a greater entitlement of vacation days may accumulate when they are not at work, i.e. if an employee is on maternity/parental**

leave, short term disability or long term disability for up to six (6) months, Workers Compensation, union leave, etc.

- (c) **Vacation pay is accumulated as a percentage of regular earnings. The accumulation period is the twelve (12) months between July 1 to June 30 prior to when the vacation is taken.**
- (d) **“Regular Earnings” is a defined term at Article 7:23 of the Collective Agreement. Absences may lead to less accumulated vacation pay dollars.**
- (e) **Vacation pay is accumulated as a percentage of the pay rate at the time it is earned. Vacation pay is paid out at the pay rate at the time it is taken.**
- (f) **Eligible vacation days may differ from available vacation pay. Employees will not be required to use all vacation days if there is not sufficient vacation pay available to cover the period of leave. However, employees may access the subsequent year’s vacation pay accrual to cover the period of leave with pay at the appropriate pay rate if the vacation dollars are available/accrued. Vacation accrual can never go into a negative position.**
- (g) **Vacation pay and entitlement will not be prorated when moving employees from the vacation earning rate of four percent (4%) to six percent (6%) (ten [10] days to fifteen [15] days), from six percent (6%) to eight percent (8%) (fifteen [15] days to twenty [20] days) and from eight percent (8%) to ten percent (10%) (twenty [20] days to twenty-five [25] days).**

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 **their** 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 **they** shall be immediately taken off vacation leave. The unexpended vacation leave will be compensated back to the employee at a rate of one and one half (1 ½) days per day of recalled days and 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 **their** 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 **their** employment with the Employer an employee has been in receipt of compensation under the Workers Compensation Act, **they** will be deemed to have completed one (1) years' service with the Employer as per Article **29:01** during twelve (12) months, not continuously, but interrupted only by the period during which **they were** in receipt of that compensation.
- 29:13** All vacation requests submitted and receipt acknowledged must be approved/denied and the request returned to the employee within fourteen (14) working days from the date in which the request was submitted. If the request is not returned to the employee within the fourteen (14) day period, it is to be understood that the request has been approved as submitted. Provided the request is made and approved in writing and outside of the time frame as outlined in Article 30:05.

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 **themselves** 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 **up to three (3)** 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 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 twenty-four (24) hours for the Distribution Centre, and **twenty two and a half (22.5) hours** for the Office within a period of seventy-two (72) hours the terms of Article 31:03 shall apply for the first twenty-four (24) hours absent for the Distribution Centre and **twenty two and a half (22.5) hours** absent for the office, and the employee if **they** so qualify, shall receive one hundred percent (100%) of **their** 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 EI weekly benefits on the date of disability. A medical certificate **may be requested if the circumstances warrant.**
- 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 nature of the illness, validity, confirmation that the employee is on a treatment plan and length of illness; as well as indicating any modifications that will be required when the employee returns to work.. The Employer shall bear the cost of any medical certificate to a maximum of fifty dollars (\$50.00), 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 **their** immediate supervisor of **their** absence and length of **their** absence before the beginning of that first shift, subject to any circumstances that may prevent **them** complying with the foregoing.
- 30:07** An employee who becomes ill or injured at work shall notify **their** 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.
- 30:09** Employees may be allowed to use accrued vacation time for hours missed in the event of **appointment time, sick time, day surgery or** an urgent family matter, subject to Employer's prior approval.
- 30:10** **Where an employee has not utilized all of their paid sick days for the year by April 1, they shall be allowed to carry over up to sixteen (16) hours to the next year to a maximum of eighty (80) hours.**

Article 31 Bereavement Leave/Compassionate Care Leave

Bereavement Leave

- 31:01** (a) **An employee shall be granted three (3) regular scheduled consecutive days leave without loss of pay and benefit, one (1) of which shall be the day of internment or cremation, in the case of the death of a family member. Children, stepchildren, parents, grandparents, grandchildren, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews are all considered family members. The definition also includes those who are not related, but whom the employee considers to be like a close relative. In addition, an employee may take additional leave as required from vacation or as leave without pay. Such request will not be unreasonably denied.**
- (b) **Employees must tell the Employer, as soon as possible, which days they will need off. Employers can request reasonable verification that the leave is needed. Reasonable verification for bereavement leave might be an obituary from a local newspaper, for example.**
- (c) Upon request, the Employer may grant one (1) day leave of absence for an employee to attend a funeral as a mourner. At the employee's discretion the leave can be covered by unused vacation pay.

- 31:02** (a) In addition to the above, but at the Employer's discretion, an employee shall be granted up to one (1) day's leave without loss of pay for attending a funeral as a pallbearer;

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 four hundred eighty-two (482) kilometres one (1) 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 **twenty-eight (28) 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 totalling no more than **twenty-eight (28) weeks**. The period of leave must end no later than **fifty-two (52) 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 **their** request for Compassionate Care Leave.
- 31:08** Nothing in this Section shall prevent an employee who is eligible to 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 **32:01** 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 **five (5)** hours per month to attend appointments, and the employee shall notify **their** immediate supervisor of such appointment(s) as far in advance as possible. However, such time shall be **attempted to be scheduled** during the first two (2) hours or the last two (2) hours of a shift or work day. Appointments that fall outside of the control of the employee (i.e. Specialist appointments) shall not be included.
- (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 **twenty (20)** hours.
- (d) In order for the employee to qualify and receive the pay in (a) through and including (c) above, the employee is required to provide seven (7) calendar days advance notice of the appointment or procedure, except in case of clear urgent need or where the medical clinic or physician has a standing practice or policy of only booking appointments in less than

seven (7) calendar days increments and the employee can provide verification of such acceptable to the Employer.

32:02 An employee shall be required to provide proof of attendance for the medical appointments identified in Article 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 **themselves** available for duty at **their** 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 Employment Standards Code of Manitoba.

- 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 Footwear

- 35:01** After the employee has completed the probationary period and 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 two hundred (\$200) dollars once per fiscal year to help offset the cost to the employee of purchase of safety footwear.. The allowance will be paid under the following conditions:
- (a) The safety footwear purchase must be approved by the Canadian Standards Association (CSA) **OR Aluminum Toe and Composition Plate (ATCP)**; and
 - (b) Satisfactory proof of purchase must be provided by the employee; and

- (c) The employee must have purchased safety footwear 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 the maximum allowance on the following pay day.
- (f) An employee that has not claimed the safety footwear in a fiscal year, who purchases safety footwear in the next fiscal year, shall be eligible to claim up to twice 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 Article 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, Distribution Centre employees are defined as those employees classified into the following positions:

- Maintenance & Repair Specialist
- Assistant Shipper/Receiver
- Shipper/Receiver
- Grader/Packer
- **Pre-Pack** Machine Operator
- Labourer
- Distribution Centre Clerk
- Distribution Centre Supervisors
- Seasonal **Help**

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

- Accounting Specialist 1
- Accounting Specialist 2
- Computer Systems Administrator
- **Purchasing Administrator**
- Receptionist/Secretary
- **Customer Service Representative**

36:06 **Employees** shall receive ten (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 **their** 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:

- (a) The introduction by an Employer into **their** work, undertaking or business, equipment or material of a different nature or kind than that previously used by **them** in the operation of the work, undertaking or business; and
- (b) 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 **their** 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 Article 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 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 **their** 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 when not covered by a medical plan, to a maximum of **one hundred fifty dollars (\$150)** 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 prorated 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 **ninety (90)** continuous working days. Seasonal staff who continue beyond a maximum of **ninety (90)** continuous working days will be treated as having been hired as a probationary employee effective as of the **ninety-first** 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 Supervisors

44:01 Supervisors may be appointed in any classification or groups of classifications on an as needed basis and will be paid on an “acting pay” status as per Article 21:01(a).

- 44:02** (a) Since supervisor(s) position may be created for a short term (no greater than six [6] months), **(except in the case or maternity or parental leave no greater than twenty (20) months)**, the Employer reserves the right to eliminate any supervisor positions created during the term of this Agreement. All individuals affected would be returned to their former position and salary before they were appointed supervisors.
- (b) New employees hired into permanent supervisor positions are not subject to this language. If a permanent supervisor position is deleted it is subject to the terms and conditions of Article 36.

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 **their** designate, an employee shall have the right to examine, along with a Union representative of **their** choice, the personnel file kept by the Employer for that employee. the employee shall have the right to obtain copies of any documentation in **their** 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 **their** own comments in a space provided on the form prior to **their** 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. The requested performance review will be returned to the employee no later than thirty (30) working days after the request was submitted.

Article 46 Employee Assistance

46:01 The Employer hereby agrees to cover the cost for all employees to receive total access to the **Blue Cross** Employee Assistance Program.

Article 47 Pension Plan

47:01 The Employer shall continue to provide a pension plan for all employees.

47:02 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 the date of ratification, the health spending account will be increased to **six hundred dollars (\$600)**. An employee that has not claimed the health spending account in a fiscal year, who uses their health spending account in the next fiscal year, shall be eligible to claim up to two times (2x) the maximum allowance in that next fiscal year.

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.

IN WITNESS WHEREOF Pamela Kolochuk, Chief Financial Officer, and Mark Zachanowich, Vice President, Operations of Peak of the Market have hereunto set their hand for and on behalf of Peak of the Market; and a representative of Manitoba Government and General Employees' Union has hereunto set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 05th day of July, 2021.

P. Kolochuk

On behalf of Peak of the Market

[Signature]

On behalf of Manitoba Government
and General Employees' Union

[Signature]

On behalf of Peak of the Market

[Signature]

On behalf of Manitoba Government
and General Employees' Union

[Signature]

On behalf of Manitoba Government
and General Employees' Union

Merit Increases and Salary Increases

Current Employees

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 changed on the following basis:

(Not including seasonal employees who will remain status quo as there is no Step 1.)

Year 1 - Effective April 1, 2021:	3% increase for Start, Step 1, Step 2, Step 3 and Step 4.
Year 2 - Effective April 1, 2022:	2% increase for Start, Step 1, Step 2, Step 3 and Step 4
Year 3 - Effective April 1, 2023:	2% increase for Start, Step 1, Step 2, Step 3 and Step 4.
Year 4 – Effective April 1, 2024	2% increase for Start, Step 1, Step 2, Step 3 and Step 4
Year 5 – Effective April 1, 2025	2% increase for Start, Step 1, Step 2, Step 3 and Step 4
Year 6 – Effective April 1, 2026	4% increase for Start, Step 1, Step 2, Step 3 and Step 4

Schedule "A" - Office Employees

Effective April 1, 2021

	Start	Step 1	Step 2	Step 3	Step 4
Customer Service Representative	17.93	19.43	20.83	21.20	21.61
Accounting Specialist 2	17.93	19.43	20.83	21.20	21.61
Accounting Specialist 1	20.69	22.43	24.01	24.45	24.88
Reception	17.64	19.11	20.47	20.89	21.31
Computer System	21.22	22.99	24.61	25.05	25.52
Purchasing Administrator	20.92	22.65	24.23	24.63	25.05

Effective April 1, 2022

	Start	Step 1	Step 2	Step 3	Step 4
Customer Service Representative	18.29	19.81	21.24	21.62	22.04
Accounting Specialist 2	18.29	19.81	21.24	21.62	22.04
Accounting Specialist 1	21.11	22.88	24.49	24.94	25.38
Reception	18.00	19.49	20.88	21.31	21.74
Computer System	21.64	23.45	25.10	25.55	26.03
Purchasing Administrator	21.34	23.10	24.71	25.12	25.55

Effective April 1, 2023

	Start	Step 1	Step 2	Step 3	Step 4
Customer Service Representative	18.66	20.21	21.67	22.05	22.48
Accounting Specialist 2	18.66	20.21	21.67	22.05	22.48
Accounting Specialist 1	21.53	23.34	24.98	25.44	25.89
Reception	18.36	19.88	21.29	21.73	22.17
Computer System	22.08	23.92	25.60	26.06	26.55
Purchasing Administrator	21.76	23.56	25.20	25.62	26.06

Effective April 1, 2024

	Start	Step 1	Step 2	Step 3	Step 4
Customer Service Representative	19.03	20.61	22.10	22.49	22.93
Accounting Specialist 2	19.03	20.61	22.10	22.49	22.93
Accounting Specialist 1	21.96	23.81	25.48	25.95	26.41
Reception	18.72	20.28	21.72	22.17	22.62
Computer System	22.52	24.40	26.11	26.58	27.09
Purchasing Administrator	22.20	24.04	25.71	26.13	26.58

Effective April 1, 2025

	Start	Step 1	Step 2	Step 3	Step 4
Customer Service Representative	19.41	21.03	22.54	22.94	23.39
Accounting Specialist 2	19.41	21.03	22.54	22.94	23.39
Accounting Specialist 1	22.40	24.28	25.99	26.47	26.94
Reception	19.10	20.68	22.15	22.61	23.07
Computer System	22.97	24.88	26.64	27.11	27.63
Purchasing Administrator	22.64	24.52	26.22	26.66	27.11

Effective April 1, 2026

	Start	Step 1	Step 2	Step 3	Step 4
Customer Service Representative	20.19	21.87	23.45	23.86	24.33
Accounting Specialist 2	20.19	21.87	23.45	23.86	24.33
Accounting Specialist 1	23.29	25.25	27.03	27.53	28.01
Reception	19.86	21.51	23.04	23.51	23.99
Computer System	23.89	25.88	27.70	28.20	28.73
Purchasing Administrator	23.55	25.50	27.27	27.72	28.20

Schedule "B" - Distribution Centre Employees

Effective April 1, 2021

	Start	Step 1	Step 2	Step 3	Step 4
Labourer	16.94	18.35	20.31	20.68	21.02
Pre-Pack Machine Operator	18.46	19.99	21.67	22.72	23.08
Grader/Packer	16.46	17.83	19.24	19.64	19.96
Seasonal Help	13.88	-	-	-	-
Distribution Centre Supervisor	21.31	23.07	24.69	25.13	25.53
Shipper/Receiver	19.28	20.89	22.33	22.72	23.08
Assistant Shipper/Receiver	18.69	20.25	21.66	22.04	22.43
Maintenance and Repair Specialist	19.82	21.47	22.98	23.36	23.77
Distribution Centre Clerk	16.84	18.24	19.57	19.97	20.37
Driver	18.53	20.06	21.77	22.24	22.73

Effective April 1, 2022

	Start	Step 1	Step 2	Step 3	Step 4
Labourer	17.28	18.72	20.72	21.10	21.44
Pre-Pack Machine Operator	18.83	20.39	22.10	23.18	23.54
Grader/Packer	16.79	18.19	19.63	20.03	20.36
Seasonal Help	14.16	-	-	-	-
Distribution Centre Supervisor	21.74	23.53	25.18	25.63	26.04
Shipper/Receiver	19.67	21.31	22.78	23.18	23.54
Assistant Shipper/Receiver	19.07	20.65	22.09	22.48	22.88
Maintenance and Repair Specialist	20.21	21.89	23.44	23.83	24.25
Distribution Centre Clerk	17.18	18.61	19.96	20.37	20.78
Driver	18.90	20.47	22.21	22.68	23.19

Effective April 1, 2023

	Start	Step 1	Step 2	Step 3	Step 4
Labourer	17.63	19.10	21.13	21.52	21.87
Pre-Pack Machine Operator	19.20	20.80	22.55	23.64	24.01
Grader/Packer	17.12	18.55	20.02	20.44	20.77
Seasonal Help	14.44	-	-	-	-
Distribution Centre Supervisor	22.17	24.00	25.69	26.15	26.57
Shipper/Receiver	20.06	21.73	23.23	23.64	24.01
Assistant Shipper/Receiver	19.45	21.07	22.54	22.93	23.34
Maintenance and Repair Specialist	20.62	22.33	23.91	24.30	24.73
Distribution Centre Clerk	17.52	18.98	20.36	20.78	21.20
Driver	19.28	20.88	22.65	23.14	23.65

Effective April 1, 2024

	Start	Step 1	Step 2	Step 3	Step 4
Labourer	17.98	19.48	21.55	21.95	22.31
Pre-Pack Machine Operator	19.59	21.22	23.00	24.11	24.50
Grader/Packer	17.47	18.92	20.42	20.84	21.18
Seasonal Help	14.73	-	-	-	-
Distribution Centre Supervisor	22.62	24.48	26.20	26.67	27.10
Shipper/Receiver	20.46	22.17	23.70	24.11	24.50
Assistant Shipper/Receiver	19.84	21.49	22.99	23.39	23.81
Maintenance and Repair Specialist	21.03	22.78	24.39	24.79	25.23
Distribution Centre Clerk	17.87	19.36	20.77	21.19	21.62
Driver	19.66	21.29	23.11	23.60	24.12

Effective April 1, 2025

	Start	Step 1	Step 2	Step 3	Step 4
Labourer	18.34	19.87	21.99	22.39	22.76
Pre-Pack Machine Operator	19.98	21.64	23.46	24.59	24.99
Grader/Packer	17.82	19.30	20.83	21.26	21.61
Seasonal Help	15.02	-	-	-	-
Distribution Centre Supervisor	23.07	24.97	26.72	27.20	27.64
Shipper/Receiver	20.87	22.61	24.17	24.59	24.99
Assistant Shipper/Receiver	20.24	21.92	23.45	23.86	24.28
Maintenance and Repair Specialist	21.45	23.23	24.87	25.29	25.73
Distribution Centre Clerk	18.23	19.74	21.18	21.62	22.05
Driver	20.06	21.72	23.57	24.07	24.61

Effective April 1, 2026

	Start	Step 1	Step 2	Step 3	Step 4
Labourer	19.07	20.66	22.87	23.28	23.67
Pre-Pack Machine Operator	20.78	22.51	24.40	25.58	25.98
Grader/Packer	18.53	20.07	21.66	22.11	22.47
Seasonal Help	15.63	-	-	-	-
Distribution Centre Supervisor	23.99	25.97	27.79	28.29	28.74
Shipper/Receiver	21.71	23.51	25.14	25.58	25.98
Assistant Shipper/Receiver	21.04	22.80	24.38	24.81	25.25
Maintenance and Repair Specialist	22.31	24.16	25.87	26.30	26.76
Distribution Centre Clerk	18.96	20.53	22.03	22.48	22.93
Driver	20.86	22.59	24.51	25.03	25.59

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.

For these benefits all information can be found at www.bluecross.com with your benefits login:

- EAP
- Long Term Disability
- Employee Wage Indemnity Benefit

For these benefits all information can be found at <https://www.siriusbenefits.ca/> with your benefits login:

- Dental
- Life Insurance, Accidental Death & Disablement

Staff - Class ‘B’

Elimination Period	
All benefits	
First day following 3 months of continuous employment (90 days).	
Life Insurance, Accidental Death & Disablement	
Benefit:	2x Annual Earnings.
Maximum:	\$250,000.
Non-Evidence Maximum:	\$250,000.
Waiver of Premium:	Included.
Conversion:	Included.
Reduction:	50% at Age 65.
Termination:	Earlier of the date the employee’s employment ends, at retirement or attaining age 71.

Optional Life Insurance	
Insured & Dependents:	Units of \$10,000 . 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 employees' employment or at retirement or attaining age 71.
Employee Wage Indemnity Benefit	
Benefit Amount:	80% of basic weekly earnings.
Maximum Benefit:	Equal to the current maximum Employment Insurance weekly benefit on the date of disability.
Elimination Period:	
▪ Accident	0 days.
▪ Sickness	3 working days.
Duration:	17 weeks.
Termination:	Earlier of the date the employee's employment ends, at retirement or attaining age 70.
Long Term Disability	
Benefit Formula	66.67% of basic monthly earnings.
Maximum Income Benefit:	\$6,000 per month.
Non-evidence Maximum:	\$6,000
Waiting Period:	119 days.
Benefit Period:	To age 65.
CPP Offset:	Primary.
Tax Status:	Taxable.
Pre-existing Limitation:	90 days prior / 1 year after.
Coordination Level:	85% .
Conversion Privilege:	Not available
Rehabilitation Incentive:	Included.
Termination:	Earlier of the date the employee's employment ends, at retirement or attaining age 65.
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:	Regular Dental Fee Guideline
Predetermination Minimum:	\$300.

Survivor to Benefit:	Included.
Conversion:	Included.
Termination:	Earlier of the date the employee's employment ends or at retirement or attaining age 70.

Commencement and Termination of Coverage

You are eligible to 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 (37½) hours each week to join the plan.
- **Unless the employee is part time and has met the fifteen-hundred (1,500) hour requirement.**

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.

Health Care Spending Account (HCSA)

Benefit Plan

Your health care spending account is sponsored by Peak of the Market and administered by **Sirius**. 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.

Decisions made by the insurer in relation to the HCSA benefit shall be final.

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 thirty (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.

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 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 Benefits
1403 Kenaston Blvd.
Winnipeg, MB R3P 2T5

OR scan & emailed to:

claims.inquiries@siriusbenefits.ca

Schedule “D”

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

The Benefit period runs from January 1 to December 31. Eligibility for claim payment is determined on the date your claim is processed. Claim payments are based on and not limited to your plan design, maximums, deductibles, percentage paid by your benefits, coordination of benefits, etc. If there are any discrepancies between the group contract and information provided, the group contracts will take priority.

Plan Details

- No deductible
- 75% basic
- 60% major
- \$2,000/person maximum/calendar year for Basic and Major Services combined
- Services include (but are not limited to):
 - Diagnosis, space maintainers and prevention, minor restorative services, Endodontics and Periodontics
 - Crowns, bridgework, dentures
 - Recall exams once every 9 months
 - Scaling – 8 units/calendar year

All details regarding the employee plan can be found by logging in to <https://www.siriusbenefits.ca/>