

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ROGERS FOODS LTD. (Interior Division)
AND
UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518

BY AND BETWEEN

ROGERS FOODS LTD. (Interior Division)
4420 Larkin Cross Road
Armstrong, British Columbia
Canada V0E 1B0

(hereinafter referred to as the "Company")

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518, chartered
by the United Food and Commercial Workers International Union, A.F.L., C.I.O.,
C.L.C.

(hereinafter referred to as the "Union")

This agreement is made and entered into this 17th day of November, 2003

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Preamble

One of the main purposes of this Agreement is to maintain in full effect a harmonious relationship between the Company, the Union and its members. No business can progress or prosper unless a mutual feeling of respect and confidence exists between the Company and the employees represented by the Union.

It is also the purpose of this Agreement to provide a satisfactory means of settling any differences or grievances that may arise and to establish rates of pay, hours of work and conditions of employment for all employees who are subject to the provisions of this Agreement.

Except where specifically stated to the contrary, or where the sense requires the contrary, use of masculine gender in this agreement shall be considered also to include the feminine.

Now therefore: the Company and the Union mutually agree as follows:

Article 1 - Scope and Coverage

- 1.01 This Agreement applies to all employees of Rogers Foods Ltd. (Interior Division), employed in Armstrong and Surrey, British Columbia, except: managerial and supervisory personnel, professional employees, persons employed in a confidential capacity, owner operators and their drivers, sales department personnel and casual employees.
- 1.02 For purpose of definition, the Company and Union agree that:
- a. an "employee" is an individual working full time or part time, is a member of the bargaining unit, and accrues seniority from their date of hire;
 - b. a "part time employee" is an individual who is eligible for the benefits described in the Canada Labour Code. A part time employee is a member of the bargaining unit but is exempt from all other provisions of this Collective Agreement, until they :
 - i. are the successful candidate for a posted bargaining unit position, **or**
 - ii. have worked in excess of one thousand and forty (1040) hours;
 - c. a "probationary employee" is an individual who has not completed a probationary period of a maximum of one hundred and twenty (120), consecutive days;
 - d. a "casual" (student casual employee) is an individual registered to attend or is attending any school, college, university, institute, or apprenticeship program, and is hired to work on a casual basis during weekends, after school, or during school vacation breaks. A casual employee is not a member of the bargaining unit and is exempt from all provisions of this Collective Agreement.
- 1.03 The Company will post temporary replacement positions to accommodate various leaves of absence such as maternity and parental leaves, extended sick leave, extended Worker's Compensation Board of British Columbia leave, Union Business leave, or such other leave as provided by the Collective Agreement, where it is understood these absences will extend beyond three (3) months.
- 1.04 The parties agree that the discharge or layoff of a probationary employee shall be at the discretion of the Company.
- 1.05 For purpose of definition, the Company and Union agree an owner operator means the owner, purchaser or lessee of a vehicle and their drivers or employees, under contract to the Company, used for hauling merchandise or other materials for the Company.

Article 2 - Union Security

Union Recognition/Bargaining Unit Description

- 2.01 The Company will not bargain collectively during the term of this agreement with any other labour organization affecting these employees.
- 2.02 The Company acknowledges the Union alone is authorized to bargain collectively on behalf of all employees of Rogers Foods Ltd. as defined under Article 1, paragraph 1.01 of this Agreement; furthermore, the ratification of this Agreement on behalf of all employees so defined shall be the sole and exclusive right of the Union and its members.

Union Shop

- 2.03 The Company agrees all permanent employees who have joined or may join the Union must maintain their membership in the Union as a condition of employment.
- 2.04 The Company agrees that it is a condition of employment for all new employees, with the exception of those listed in Article 1, paragraph 1.01, to become members of and maintain membership in the Union upon completion of their probation, except as this Agreement and the Canada Labour Code permits exemption to any employee on religious grounds. The Company will have new employees sign the Check-Off Authorization and Union Membership Application on their first working day following their date of hire, after which the Company will forward them to the Union. The Company agrees to automatically deduct Union dues from the wages of all new employees. The Company will deduct initiation fees from the employees after the successful completion of probation.

Deduction of Union Dues

- 2.05 Where the Union is satisfied that a permanent employee, objects to joining the Union because of his religious beliefs, such employee may elect, by way of deduction from his wages, to:
- a. pay dues and/or special assessments to the Union, or
 - b. pay an amount equal to the dues and/or special assessments to a registered charity mutually agreed on by the employee and the Union.
- 2.06 The Company agrees to deduct dues, initiation fees and/or special assessments from the wages of each employee covered by this Agreement and to remit the said amount to the Union in the manner outlined below except as this Agreement and the Canada Labour Code permits exemption to any employee on religious grounds.
- 2.07 Upon receipt of written authorization from the employee, the Company agrees to deduct from the pay of each such employee:
- Union dues:
- a. The Company shall deduct from each such employee's pay on a biweekly basis, Union dues, fines and assessments, or sums in lieu proportionally, as are authorized by regular and proper vote of the membership of the Union and will remit the total amounts so deducted to the Union on or before the fifteenth (15th) day of the following month and;
 - b. Provide a written report showing the names and social insurance numbers for whom the deductions were made and the amounts deducted.

- c. The Company further agrees to provide the Union, once a month, with a list containing the names of all employees who have ceased being employees during the previous month.
- d. Initiation fees and/or special assessments shall be made from the employee's pay commencing on the first (1st) pay day following the date of the successful completion of the employee's probation.
- e. The Union agrees to inform the Company in writing seven (7) days in advance of any change in its dues, initiation fees, and/or special assessments.

Article 3 - Union Representation

Union Stewards

- 3.01 The Company agrees to recognize up to six (6) stewards to deal with matters affecting employees in departments or groups of departments in the plant. A list of these stewards and officers shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list.

Union Representatives

- 3.02 The Company agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business connected with the Union providing that:
- a. twenty-four (24) hours notice has been given;
 - b. they check-in with Human Resources; and,
 - c. they are accompanied by a Company supervisor or designate.

Access by the Company shall not be unreasonably denied.

Access to Personnel Records

- 3.03 An employee shall, with reasonable notice of five (5) working days, be allowed to inspect their personnel file and may be accompanied by a representative of the Union if they so desire. Personnel files are not to be removed from the Human Resources office.
- 3.04 A copy of any document placed in an employee's official personnel file, which may at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received the same document by signing the file copy.

Bulletin Boards

- 3.05 The Company agrees to allow the Union to post items such as meeting notices and contract information on the six (6) Union bulletin boards. All such posted items must be signed by the Union, Chief Steward or designate. Any other material must have the approval of the Company before being posted.

Right to Union Representation

- 3.06 An employee has the right to have their steward present when a supervisor intends to interview an employee for disciplinary purposes. The supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the

appropriate action being taken. At this meeting, the grounds for the discipline, or discharge, shall be provided in writing to both the employee and their steward. In subsequent disciplinary procedures including Trouble Shooter or Arbitration, this written discipline or discharge will be the focus. However, other or related written disciplines existing in the employee's personnel file may be introduced.

- 3.07 This clause shall not apply to those discussions that are of an operational nature.
- 3.08 When an employee or their steward wish to initiate an interview to discuss a specific incident with the employee's supervisor, this shall be done by appointment at a time mutually convenient to both parties.
- 3.09 Where a supervisor intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel.

Equality Rights

- 3.10 Both the Company and the Union endorse the principles of the Canadian Human Rights Act, As stipulated in the Act, the workplace shall be without discrimination based on race, national or ethnic origin, colour, religion, sex, sexual orientation, age, marital status, family status, disability, or a conviction for an offence for which a pardon has been granted.

Sexual and Other Harassment

- 3.11 Every employee is entitled to employment free of sexual harassment. The Company shall make every reasonable effort to ensure that no employee is subjected to sexual harassment in accordance with **Division XV.1** of the **Canada Labour Code, Part III**.
- 3.12 The Company also believes that every employee is entitled to employment free of harassment of any nature, and shall make every reasonable effort to ensure that no employee is subjected to any form of harassment.
- 3.13 The Company has issued a policy statement concerning sexual harassment, which shall be available at the workplace.
- 3.14 The Company maintains a zero tolerance for harassment of any nature, and will take such disciplinary measures as deemed appropriate, up to and including immediate termination, against any person(s) under Rogers Foods Ltd.'s direction who subjects any employee to sexual, or other harassment.
- 3.15 Any employee who believes that they may have been harassed during employment may bring complaints directly to the attention of the Company by contacting any manager, supervisor, the Human Resources Department, or the President of the Company. The Company will not disclose the name of a complainant or the circumstances related to the complaint, to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Article 4 - Management Rights

- 4.01 The Union recognizes that the Company has full and sole authority to:
 - a. manage the enterprise, including the determination of work to be performed, methods of performance, scheduling of work and work breaks, the control of materials, the installation of equipment and operating methods;

- b. maintain order, discipline and efficiency, and to make, alter and amend policies and procedures for employees, provided that such rules are consistent with the spirit, intention and terms of this Agreement and are administered in a fair and reasonable manner;
- c. hire, direct, transfer, promote, demote, lay off, suspend and discharge and to increase or decrease the working force of the Company, to reorganize, close, disband any Department or sections thereof from time to time as circumstances and necessity may require, provided that such actions are consistent with the terms of this Agreement;

Management and Bargaining Unit Work

- 4.02 The Company does not intend to deprive bargaining unit members of any work they would normally perform through the use of supervisors to do such work. However, supervisors or other Company personnel may perform any type or amount of work at any time.

Article 5 - Employee Grievance Procedure

- 5.01 The Company and Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and their supervisor (supervisor can mean, foreman, manager or vice president).
- 5.02 A "Grievance" shall mean any difference or dispute concerning the interpretation, application, administration or violation of the Agreement and shall be handled in the following manner:
- 5.03 Both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to any formal process as this will benefit all concerned. If this fails to resolve the difference, the formal grievance process will begin at "Step 1".

Step 1 The grievance shall be reduced to writing and the aggrieved party shall make an appointment with his supervisor to present and discuss the grievance, in the presence of a shop steward, within twenty-one (21) days of the grievance occurring. After such discussion as is necessary, the supervisor shall within seven (7) days, give his decision in writing to the grievor.

Step 2 If the meeting in step 1 fails to resolve the grievance, the Chief Steward shall within seven (7) days, present the grievance to the department manager, or his designate. The department manager will meet with the Chief Steward, and the employee within seven (7) days to discuss the grievance. The manager shall render his decision in writing within seven (7) days after such meeting.

Step 3 If the grievance is not resolved within seven (7) days from the date of the written decision of the manager in Step 2, it shall be referred to the Union's Business Representative and the Vice President of the Company responsible for that part of the business, or his designate. The parties shall communicate within thirty (30) days, of receipt of the written decision of the manager in Step 2, to resolve the grievance.

Step 4 After exhausting the grievance procedure established by this Agreement, the party initiating the grievance will have the option of choosing either a Trouble Shooter, or Arbitrator as the final dispute resolution arbiter and will notify the other party in writing, of their desire to submit the grievance to either a Trouble Shooter or Arbitration. The notice shall contain the name of their nominee for Trouble Shooter or Arbiter as the case may be.

Time Limitations

- 5.04 Time limitations may be extended by mutual agreement in writing between the parties.

5.05 Any grievance which is not raised within the time specified in this Agreement or which is not processed through the next step of the grievance procedure or carried through to a Trouble Shooter or to Arbitration within the time specified in the Agreement, shall be deemed to have been abandoned by the party initiating the grievance.

Union or Company Grievances

5.06 Any difference between the parties arising out of the interpretation and/or application of this Agreement may be submitted by one party to the other, at Step 3 of the grievance procedure.

5.07 The party initiating the grievance will have the option of choosing either a Trouble Shooter, or Arbitration as the final dispute resolution arbiter.

Article 6 - Trouble Shooter or Arbitration Procedure

Referral to Trouble Shooter or Arbitration

6.01 Within the fourteen (14) days of receipt of such notice that either a Trouble Shooter or an Arbitration is to be invoked, as detailed in Step 4, both parties will attempt to come to agreement on selecting a sole Trouble Shooter or a sole Arbitrator.

6.02 In the event the parties are unable to agree on a **sole** Trouble Shooter or a **sole** Arbitrator, as the case may be, the Minister of Labour of the Government of Canada shall be asked to appoint the Trouble Shooter or Arbitrator.

6.03 The Arbitrator shall meet as soon as possible with both parties to hear evidence and receive representations.

6.04 The Trouble Shooter will receive a written submission completed jointly by the Union and the Company detailing:

- a. the background and/or history of the grievance;
- b. the Union's and the Company's position and recommended resolution; and

The Trouble Shooter may contact both parties to receive representations.

6.05 Neither the **sole** Trouble Shooter nor the sole Arbitrator shall have the authority to alter or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary with the terms or provisions of this Agreement.

6.06 Neither the sole Trouble Shooter nor the sole Arbitrator who has been involved in an attempt to negotiate or settle the grievance shall be appointed.

6.07 The decision of either the sole Trouble Shooter or the sole Arbitrator shall be final and binding upon the parties hereto and upon any employee(s) concerned.

6.08 Each party shall pay its own costs and expenses in connection with either the Trouble Shooting or the Arbitration and the expenses and/or fees of either the sole Trouble Shooter or the sole Arbitrator shall be shared on a fifty/fifty (50/50) basis between the Company and the Union.

Article 7- No Strike or Lockout

- 7.01 During the term of this Agreement, or while negotiations for a further Agreement are being held:
- a. the Union and its members will not permit or encourage any strike, slow down, or any stoppage of work or otherwise restrict or interfere with the Company's operation through its members, and
 - b. the Company will not engage in any lockout of its employees.

Article 8 - Seniority

Length of Service

- 8.01 The Company and the Union agree, that for purposes of definition, seniority for employees is defined as the length of continuous service with the Company, calculated as the elapsed time from the date he was last, permanently employed. Seniority to be applied departmentally or bargaining unit wide, as specified in this Agreement.

Seniority List

- 8.02 The Company agrees, upon written request from the Union, to provide the Union with an up-to-date seniority/length of service list consisting of the name, date of hire, job classification as per *Appendix A*, and the department in which they work for each permanent and probationary employee on January 1, and on July 1 of each year. The Union will post this list on each of the Union bulletin boards.

Article 9 - Probationary Employees

- 9.01 A probationary employee as defined under *paragraph 1.02 of Article 1 - Scope and Coverage* shall not accrue seniority until the successful completion of his probationary period, at which time he shall be credited with seniority from his date of hire.
- 9.02 After being accepted for initial employment, all new employees shall be required to serve a probationary period of a minimum of one hundred and twenty (120) consecutive days.
- 9.03 The Company and Union agree that a probationary employee will become a permanent employee (*see Article 1 - Scope and Coverage, paragraph 1.02*) after he has successfully completed his probationary employment. If a new employee who hasn't completed their initial probationary period, becomes the successful applicant for another position, the original probationary period will continue.
- 9.04 Probationary employees may be terminated by the Company for any reason - without notice, wages in lieu thereof or severance pay, at any time within one hundred and twenty (120) consecutive days of the start of continuous employment without any prior reference to the Union and without *Article 5 - Employee Grievance Procedure* of this Agreement being initiated. This clause will be subject to the *Canada Labour Code, Part III, Section 230(1)*.

Notice or Wages in Lieu of Notice

- 9.05 Employee(s) terminated or laid off by the Company, shall fall under the provisions of the *Canada Labour Code, Part III, Division*. The Union will be notified when this has occurred.
- 9.06 In the event an employee covered under this Agreement is terminated or permanently laid off believes that he has been unjustly dealt with, such termination or permanent layoff may

constitute a grievance and will be dealt with under **Article 5 – Employee Grievance Procedure** of this Agreement.

Continuity of Seniority

9.07 The accrual of seniority is interrupted for the following reasons:

- a. Personal leave (unpaid) not covered by **Part III, Divisions VII and XIII** of the **Canada Labour Code**, and suspensions in excess of thirty (30) days.

Termination of Seniority

9.08 The Company and the Union agree that an employee's seniority shall be lost upon the occurrence of one or more of the following events:

- a. Where an employee voluntarily leaves his employment with the Company.
- b. Where an employee is laid-off for a period in excess of the times stated in **Article 11.05**.
- c. Where an employee is discharged by the Company for just cause.
- d. Where an employee is recalled to work after layoff and fails to report within seven (7) days when recalled by the Company after a layoff unless the Company believes the employee has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail, fax, email, courier or telegram to the employee's last known address on file with the Company.
- e. If an employee is absent from work for three (3) or more consecutive days without notifying the Company, unless the employee has a bona fide reason acceptable to the Company.
- f. If a previously authorized leave of absence is extended by the employee for more than three (3) days beyond the original date of return, and the employee has not communicated with the manager and/or supervisor of his department and made arrangements with him for an extension of leave, unless he has a bona fide reason acceptable to the Company.
- g. The provisions of the **Canada Labour Code Part III, Division XIII** shall apply with respect to sick leave and **Division XIII.1** with respect to work-related illness and injury.

Promotions to Positions Outside of the Collective Bargaining Agreement

9.09 An employee who is promoted to a non-bargaining unit position shall have the ability to maintain his seniority for six (6) months from the date he leaves the bargaining unit. During the same six (6) month period of time, if the employee steps down or is demoted, he shall have the ability to return to his former position, classification and wage. During his six (6) month absence, the employee shall neither earn or lose seniority.

Accommodation of the Disabled

9.10 The Company, the Union, and the employees each have a responsibility to cooperate to accommodate a disabled employee who is unable to return to or retain their normal job as a result of an illness or injury, in accordance with the Human Rights Act.

- 9.11 The Company has designed a "Light Return/Modified Duties" return to work program to assist employees with a disability. The Company, the Union, and the employees recognize the value of accommodating ill or injured employees as soon as is practical, and that the program outlined in the Company Occupational Health and Safety Program manual is an important part of the process to return the employee to work.

Article 10 - Posting of Job Vacancies/Vacancies/Transfers

New Classifications to be Established

- 10.01 Where a new job is established, new positions are created, within the bargaining unit or where existing job duties are changed such that an employee is incorrectly classified, the appropriate classification shall be negotiated, unless the position(s) comes under the exclusions agreed to in **Article 1 – Scope and Coverage** of this Agreement, and the applicable conditions of this Agreement shall apply and the Union will be notified. If a wage increase results, the same shall be retroactive to the date that the job duties were changed, or the new job created.
- 10.02 A successful applicant of a job posting, shall be given a trial period of not less than one (1) month, or more than two (2) months, if required, to become able to perform the required duties to Company standards. During the trial period, the Company will conduct face to face evaluations with the employee to review the job description, performance requirements and any evaluation deficiencies, at intervals that will allow for improvement if such is necessary. Such trial periods may be extended by mutual agreement. If the Company or the employee finds he is unable to perform the duties of the position within the trial period, the employee shall revert to their former classification, position and wage.
- 10.03 Where an applicant does not receive the position applied for, they shall, upon request to the Human Resources Department, be notified in writing within one (1) week, and given reasons why their application was refused.
- 10.04 The Company agrees to notify the Union of any filling of bargaining unit job vacancy, transfer, or layoff.
- 10.05 The Company agrees, with the exception of temporary transfers of three (3) months or less, or when hiring casual employees, to post all job vacancies including newly created positions contained in the bargaining unit, where the Company determines it necessary to fill such vacancies and positions.

Job Posting Procedure

- 10.06 The job posting procedure will be as follows:
- a. All vacancies, including newly created positions within the bargaining unit, which the Company determines are necessary to be filled, will be posted and held open exclusively within the Company for seven (7) working days. The Company will provide the Union with a copy of every job posting at the time of posting. The Union acknowledges that during the exclusive seven (7) working days, the Company may elect to solicit applications from outside, but will not pursue any of these outside applicants until the seven (7) working days has passed.
 - b. Every employee who is away on vacation, or is on such other leave as is provided by the Collective Agreement, can make a written request to the Company to be informed in writing, of every job posting that arises during such absence.

- c. The Company undertakes to interview all employees who have applied in writing for a posted vacancy within the exclusive seven (7) working days.
 - d. Job postings may be closed by the Company after the exclusive seven (7) working days.
 - e. The selection of the candidate will be made by the Company on seniority, qualifications, experience and ability to perform the work properly, in a safe, efficient and productive manner.
- 10.07 Terms referring to "qualifications" when used in this Agreement mean qualified to competently perform the job, without further training, in a safe, efficient and productive manner. The Company may employ testing procedures to determine potential qualifications for entry into any department.
- 10.08 To attract certified, qualified and experienced people, the Company reserves the right, after the successful completion of the new hire probationary period, to place these individuals on the wage scale, on the following basis:
- a. Placement on the wage scale cannot exceed the level of pay of the highest paid individual in that job category.

Posting of Vacancies/Transfers

- 10.09 Employees, on receiving a posted position, will be required to serve a trial period of up to two (2) months.
- 10.10 If the posting is to a higher rated classification, the employee will maintain their current rate or the minimum rate of the posting, whichever is higher, and shall move through the wage progression to the maximum rate described in the Collective Agreement. If the posting is to a lower classification, the employee will maintain their current wage rate as long as their wage rate does not exceed the maximum rate of the posted position, the employee will only be paid the maximum rate in the new classification.
- 10.11 Employees who fail to qualify during the trial period, will revert to their former classification, position and wage.

Pay for Work in Another Classification

- 10.12 Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive their current rate, or the minimum wage rate, whichever is higher. In this clause, temporarily is defined as one (1) full shift or more to a maximum of three (3) consecutive months.

Article 11 - Job Security

Notice of Layoff

- 11.01 The Company shall give the employees who are to be laid off as much advance notice as possible. The Union and/or the Chief Steward shall be notified of the names of the employees to be laid off concurrent with the issuance of any layoff notice. It is the responsibility of the laid off employee to:
- a. keep the Company informed at all times of their current address and telephone number, and

- b. make arrangements to pay the employee portion of any medical benefit premiums by providing post dated cheques payable to the Company, for these premiums.

Rights of Employees on Layoff

- 11.02 Employees who are under notice of layoff or laid off shall be recalled to vacant positions in their own or former classifications before such positions are filled by new employees.
- 11.03 Laid off bargaining unit employees who wish to be considered for vacancies in other than their own classification must **so** advise the Human Resources Department in writing.
- 11.04 Employees referred to in *Article 11.03* above, to be recalled by seniority if they have sufficient qualifications and ability to fill the job requirements, and were members in good standing of the Union when laid off.
- 11.05 Employees with up to three (3) years of service shall have the right to twelve (12) months of recall from the date they last worked. Employees with three (3) or more years of service shall have the right to eighteen (18) months of recall from the date they last worked.

Bumping

- 11.06 The Company shall, at the request of an employee who has received notice of layoff, **allow** the employee to bump to another position, provided the employee has the qualifications, ability and experience to perform the work required after a brief familiarization period, and has more seniority than the employee to be bumped. The employee will then be placed within the appropriate position, classification and wage rate as described in *Article 10.10*. Employees who are bumped under these provisions, may in turn exercise their seniority to bump other employees, **as** provided for in this Article.
- 11.07 Employees who accept a lower level position under this Article shall have the right to reinstatement in their former position, if such becomes available within one (1) year from the date of accepting the lower level position. The job, in such instances, will not be posted. The employee shall be reinstated at his former position, classification and wage.

Article 12 - Technological Change

- 12.01 The Union and the Company agree if more than ten percent (10%) of bargaining unit members are likely to be affected by a technological change that could relate to terms and conditions of security of employment, the Union and Company will meet to negotiate and agree upon provisions intended to assist employees affected by any technological change to adjust to the effects of the technological change.
- 12.02 The Union and the Company agree to the *Technological Change* language as it is written in the *Canada Labour Code, Part I*, with the understanding of *Article 12, paragraph, 12.01* that more than ten percent (10%) constitutes a significant number.

Article 13 - Severance Pay

- 13.01 When the Company terminates the employment of an employee who has completed twelve (12) consecutive months of continuous employment with the Company, the Company shall pay severance pay to the employee, except where the termination is by way of dismissal for just cause.

- 13.02 Employees, who qualify for severance pay in accordance with the provisions of the Canada Labour Code and Canada Labour Standards Regulations, will be paid the amount of severance pay specified in the Canada Labour Code and Regulations.

Article 14 - Job Descriptions and Classifications

- 14.01 Attached to this Agreement is the Wage Scale and Job Classification, Appendix A, which shall be an integral part of this Agreement, covering all employees, except for those excluded in Article 1 – Scope and Coverage, paragraph 1.01.

Article 15 – Hours of Work, Overtime, Shift Provisions and Premiums

- 15.01 This Article is intended to define the regular hours of work and to provide a basis for computing overtime and premium pay. This Article is not to be construed as a guarantee or limitation of the number of hours to be worked per day, or per week, nor shall anything in this Agreement be so interpreted as to permit the pyramiding or duplicating of overtime or premium payments.
- 15.02 When an employee has worked five (5) regularly scheduled shifts in a workweek, with the exception of split shifts, he will be paid one and one-half (1 1/2) times his regular rate of pay for work done on the sixth (6th) and/or seventh (7th) day within that workweek.
- 15.03 The workweek begins at 07:00 Sunday and ends at 06:59 Sunday. The workday and workweek may be different for certain areas of the Company's operations or for individual employees. To assist employees with forward planning, planned work schedules will be posted each Friday projecting two (2) weeks in advance.

Office Employees

- 15.04 The regular hours of work for office employees shall be thirty-eight (38) hours of work in a week, which shall consist of four (4) days at eight (8) hours per day and one (1) day at six (6) hours.
- 15.05 Where an office employee is requested to work more than eight (8) hours in a day, he shall receive one and one-half (1 1/2) times his regular pay for all hours worked in excess of eight (8) hours in a day. He shall receive regular pay for the thirty-ninth (39th) and fortieth (40th) hour (or part thereof) worked in excess of the six (6) hour day of the week referred to in paragraph 15.03 above.

Plant Employees

- 15.06 The regular hours of work for plant employees shall be forty (40) hours of work in a week, which, at the option of the Company, shall consist of either five (5) days at eight (8) hours per day, or four (4) days at eight and one-half (8 1/2) hours of work per day and one (1) day at six (6) hours.

Shift Provisions

- 15.07 All employees shall have a minimum of ten (10) hours time between regular shifts. If an employee is required to start a new shift or is called back to work before a minimum ten (10) hours time off have elapsed since the end of their last regular shift, the employee has the right to decline commencing work, unless an emergency circumstance exists. If the employee commences work, he will be paid one and one-half (1 1/2) times the regular pay for all time worked, until ten (10) hours between shifts have elapsed.

Emergency Circumstances

- 15.08 An employee will be required to work mandatory overtime in emergency circumstances where necessary to prevent serious interference with the ordinary operation of the plant in cases **of**:
- a. accident to machinery, equipment, plant or persons,
 - b. urgent and essential work to be done to machinery, equipment or plant, or
 - c. other unforeseen or preventable circumstances.

Shift Workers

- 15.09 When the Plant is in production less than twenty-four (24) hours-per-day, seven (7) days-per-week basis, employees may be assigned to rotating shifts which may vary from the shift schedule when the plant *is* in production on a twenty-four (24) hours-per-day, seven (7) days-per-week basis.
- 15.10 The starting time for day shift, as well as for other shifts, will be communicated to an employee or specific groups of employees by their immediate supervisor or manager.
- 15.11 Prior to implementing a new shift schedule, the Company will notify the Union of the change.

Overtime Pay

- 15.12 When an employee is required or permitted to work in excess of the regular hours ~~of~~ work, he shall be paid for the overtime at a rate of wages not less than one and one-half (1 ½) times his regular rate of wages. Sick pay, vacation pay, jury duty, and Union leave, cannot generate overtime pay.

Distribution of Overtime

- 15.13
- a. First consideration for overtime will be offered on a seniority basis to employee(s) working on the job at that time for which overtime is required.
 - b. If an insufficient number of employees on the job volunteer, the overtime will then be offered to other senior, qualified employees within the department who are then available and, if an insufficient number of volunteers are obtained in this fashion, overtime will be assigned on a reverse seniority basis.

Time Off in Lieu of Overtime Pay/Accumulated Time Off (ATO)

- 15.14 The Company agrees to grant Accumulated Time Off (ATO) in lieu of cash payment for overtime hours worked as follows:
- a. In lieu of cash payment for overtime, an employee may bank ATO at the rate of one and one-half (1 ½) hours of ATO for every one (1) hour of overtime worked.
 - b. The maximum ATO an employee may accumulate is forty (40) hours. Anything over forty (40) hours will be paid out automatically.
 - c. ATO will be paid out at the employee's regular rate at the time of payment.

- d. ATO is not intended to be used as a cash pay out, but the use of ATO may be approved by an employee's supervisor for reasons such as:
 - i) Jury duty
 - ii) Fumigation shutdown
 - iii) Holiday shut-down (i.e., Christmas time)
 - iv) Lack of work
 - v) Union-related functions
 - vi) Approved leave of absence
 - vii) Accommodation for religious holidays
- e. The Company reserves the right to pay out the ATO.
- f. Shift premiums have no effect on ATO saved. ATO is always paid out at the employee's regular rate of pay, regardless of what shift he was working at the time the ATO was saved.
- g. Vacation pay will be accrued on ATO when it is paid out.
- h. Vacation Time of other employees takes precedence over ATO. ATO cannot bump a person who has booked Vacation Time.

Shift Premium

- 15.15 The Company will pay a Shift Premium in addition to an employee's regular rate of pay, for all hourly paid employees, working other than Day Shift. The rate in effect at the beginning of the shift remains in effect for the entire shift. For purposes of definition, regular Day Shift, Afternoon Shift, and Night Shift are defined as follows:
- a. Day Shift - a shift starting at or after 06:00 but before 12:30,
 - b. Afternoon Shift - a shift starting at or after 12:30 but before 19:30, and
 - c. Night Shift - a shift starting at or after 19:30 but before 06:00.
- 15.16 The Shift Premium is as follows:
- a. Afternoon Shift - \$ 0.55 per hour
 - b. Night Shift - \$ 0.85 per hour
- 15.17 Where an employee is required to work part of a shift, leave the place of employment for more than two (2) hours, then return to work on a different shift to complete his regular hours of work, the employee will receive the shift premium at the greater of the shift where he started work or the shift during which he ended work for his total hours work that day. Actual times worked must be noted on the employee's time card and be approved by the employee's supervisor or manager.

Article 16 - Wages and Monetary Allowances

- 16.01 All employees covered by this Agreement will keep an accurate record of their attendance and hours of work as required by the Company.
- 16.02 Bi-weekly, the Company will pay to an employee any wages to which his time records confirm and the Company has approved he is entitled.

Wages

- 16.03 Attached to this Agreement is the **Wage Scale and Job Classification, Appendix A**, which shall be an integral part of this Agreement, covering all employees, except for those excluded in **Article 1 – Scope and Coverage, paragraph 1.01**.
- 16.04 Employees who are not at the maximum of the Wage Scale for their Job Classification, will progress through the Wage Scale in \$0.75 increments or such increments as displayed in **Appendix A, Wage Progression**. Employees who are not at the maximum of the Wage Scale for their Job Classification as at February 1, 2004 will progress to the next highest step in their Wage Scale, providing the progression does not exceed \$0.75.

Cash Payments

- 16.05 Employees who were employed by the Company as at February 1, 2003, and are still employed by the Company as at the date of ratification of this Agreement, will receive a cash payment of \$1,000.00 to cover the period of July 16, 2003 to January 31, 2004. The cash payment will be prorated for all other employees hired after February 1, 2003, who are not probationary employees, and are still employed by the Company as at the date of ratification of this Agreement.
- 16.06 Any Employee “redlined” as at the date of ratification of this Agreement will receive a cash payment equal to the February 1, wage adjustments listed for their specific Wage Scale and Job Classification until the wage adjustment reaches or exceeds their “redlined” wage rate.

Reporting Pay

- 16.07 Employees reporting for work when cancellation for work has not been made, shall be given sufficient work to enable them to earn not less than three (3) hours pay at their regular hourly rate, or, not being given that much work, shall receive three (3) hours pay at their regular hourly rate. If work is not available, the employee shall receive a minimum of three (3) hours reporting pay at their regular hourly rate. Notice of cancellation shall be given at least two (2) hours prior to the time the employee is scheduled to report. Provisions of this paragraph shall not apply when an employee has been absent from his regular work period and has failed, before reporting for work, to notify his supervisor of his intention to return.

Clean Footwear

- 16.08 The Company agrees to supply clean shoes for employees of Plant 2.

Protective Footwear

- 16.09 Employees working in all areas of the plant, with the exception of the Office and Distribution Office, who have successfully completed their one hundred and twenty (120) consecutive day probationary period, are eligible to participate in the Company’s Protective Footwear Reimbursement Program. Where an employee is required to wear protective footwear due to a potential hazard of foot injury, electric shock or slipping, the Company will reimburse the employee to the maximum of \$ 75.00 (including taxes) toward the purchase of protective footwear meeting or exceeding CSA Standards. Any full-time employee, who is or believes they are required to wear protective footwear, should check with their immediate supervisor prior to purchasing footwear, as the Company will only reimburse those full-time employees who require and purchase new protective footwear meeting or exceeding CSA Standards.
- 16.10 The cost of new protective footwear, meeting or exceeding CSA Standards, will only be reimbursed to the maximum of \$75.00 (including taxes) upon presentation of a paid invoice

or charge receipt which has been initialed by an employee's immediate supervisor or manager. Employees who choose to purchase protective footwear from Mark's Work Wearhouse may have their supervisor obtain a voucher from Human Resources to be presented to the store at the time of purchase. The Company will be invoiced for \$75.00, and the employee will only be required to pay the difference if the cost of their protective footwear exceeds \$75.00.

Supply of **Uniforms/Coveralls**

- 16.11 Those employees required to have and wear coveralls, lab coats or smocks, will have these supplied and cleaned at the Company's expense. Employees required to have this type of uniform will be advised by their immediate supervisor or manager and such uniforms will be provided to them.
- 16.12 Employees required to wear or to have available Company supplied clothing/uniforms will be held responsible for, and will be required to pay for, the loss of or willful damage to any clothing supplied to them. Employees will not be held responsible or charged for normal wear and tear.

Tools

- 16.13 In the event an employee breaks or wears out a tool on the job, the Company agrees to replace such tool at no cost to the employee. These will be replaced with tools of similar value and quality.

Attendance at Meetings

- 16.14 Attendance at meetings arranged by the Company shall be paid at the employee's regular rate of pay, including shift premium, if applicable. Call-in pay never applies.
- 16.15 If an employee must work overtime because of a required meeting, in order to get his regular work done, overtime will apply.

Article 17 - Meal Periods, Rest Periods, **Wash-up** Periods, Lunch Periods

Coffee Breaks

- 17.01 Office employees are entitled to two (2) paid, fifteen (15) minute production (coffee) breaks, and one (1) unpaid thirty (30) minute meal break per shift.
- 17.02 Plant employees working regular eight (8) hour shifts are, at the option of the Company, entitled to three (3) paid, ten (10) minute production (coffee) breaks per shift, or two (2) paid fifteen (15) minute production (coffee) breaks and one (1) unpaid thirty (30) minute meal break per shift.

Article 18 - Call-In Pay

- 18.01 For the continued and efficient operation of the Company, it may be necessary to call an employee in to work on his regular day off or when he has completed his regular shift of work for that day. Where an employee is scheduled to work less than forty (40) hours in that workweek and is given twelve (12) hours notice of the call in, regular time pay will apply up to forty (40) hours.

- 18.02 When an employee is called in to work on his regular day off or when he is called back to work after he has completed his normal shift of work for that day or called in prior to their scheduled shift with less than twelve (12) hours notice:
- a. the call-in rate of pay will be one and one-half (1½) times the employee's regular hourly rate for the job,
 - b. an employee will be paid for actual hours worked for each call in/call back with a minimum payment of two (2) hours when the call in/call back requires less than two (2) hours of work,
 - c. where an employee is called in to work prior to the start of their shift, the employee shall be paid one and one-half (1½) times the employee's regular rate, up to the start time of their scheduled shift.
 - d. no allowance will be made for travel time, and
 - e. no meal allowance will be paid unless approved by the supervisor.

Article 19 - Holidays and Holiday Pay

Statutory (Paid) Holidays

- 19.01 Every employee is entitled to and shall be granted a holiday with pay on each of the statutory holidays falling within any period of his employment.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion (Canada) Day	Boxing Day
BC Day	

Holiday Pay

- 19.02 Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the sixty (60) days preceding their holiday, in which case they shall receive the higher rate.

Statutory Holiday Pay

- 19.03 Employees will be paid eight (8) hours at their regular hourly rate for statutory holidays, or as provided under the Canada Labour Code and its *Regulations*.

Statutory Holiday Falling on Day **Off**

- 19.04 When a statutory holiday falls on a day that is a non-working day for an employee, the employee is entitled to, and shall be granted, a holiday with pay at some other time. This may be by way of addition to his annual vacation, or granted as a holiday with pay at a time convenient to him and the Company.

Alternative Day for Holiday Falling on **Non-Working** Saturday or Sunday

- 19.05 When New Year's Day, Dominion (Canada) Day, Remembrance Day, Christmas Day or Boxing Day fall on a Sunday or Saturday that is a non-working day, the employee is entitled

to and shall be granted a holiday with pay on the working day immediately preceding or following the general (statutory) holiday.

Holidays Occurring During Vacation

19.06 Where one (1) or more statutory holidays occur during a vacation granted to an employee, the vacation to which the employee is entitled may be extended by one (1) day for each such holiday, and the Company shall pay to the employee, in addition to the vacation pay, the wages to which the employee is entitled for those statutory holidays.

Holiday Work During Continuous Operations

- 19.07 When during a period of continuous operation, an employee is required to work on a day on which he is entitled to a statutory holiday with pay, he:
- a. shall be paid, in addition to his regular rate of wages for that day, at a rate equal to one and one-half (1½) times his regular rate of wages for the time worked by him on that day; or
 - b. shall be given a holiday and pay of eight (8) hours at the employees regular hourly rate at some other time, which may be by way of addition to his annual vacation, or granted as a holiday with pay at a time convenient to him and the Company.

Exceptions

- 19.08 No employee is entitled to be paid for a statutory holiday when he is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday.
- 19.09 During periods of continuous operation, no employee is entitled to be paid for a statutory holiday:
- a. on which he did not report for work after having being called to work on that day, or
 - b. in respect of which he makes himself unavailable to work without a bona fide reason acceptable to the Company.

Accommodation for Religious Minorities

19.10 Members of religious minority groups may request to absent themselves from working on their religious holidays as long as this does not affect the Company's operations. A vacation day, or day without pay may be used for these purposes. Such requests shall not be unreasonably denied, provided their requests are made at least two (2) weeks prior to the holiday(s) occurring.

Article 20 -Vacations and Vacation Pay

- 20.01 The Company agrees, subject to the provisions set forth within the following sections to grant vacations with pay to employees covered by this Agreement.
- 20.02 For the purpose of definition, "vacation pay" shall for all purposes be deemed to be wages.
- 20.03 For the purpose of definition, "vacation pay" means four percent (4%) or, after five (5) consecutive years of employment, six percent (6%) of the wages or, after ten (10) years of employment eight percent (8%) of the wages, or after twenty-five (25) years of employment

ten percent (10%) of the wages of an employee during the year of employment in respect of which the employee is entitled to the vacation.

- 20.04 For the purpose of definition with regard to vacations, "year of employment" means continuous employment of an employee by the Company for a year beginning May 1, concluding April 30.
- 20.05 For the purpose of definition, "vacation entitlement" means the amount of vacation weeks for which an employee is entitled based upon the amount of continuous employment completed from their own individual anniversary date within a year of employment.
- 20.06 Vacation entitlement will be granted to employees on the following basis:

<u>Cumulative Years of Service</u>	<u>Vacation Entitlement</u>
1 year or more	2 weeks
5 years or more	3 weeks
10 years or more	4 weeks
25 years or more	5 weeks

Vacation Scheduling

- 20.07 While the Company will do everything it can to accommodate an employee's vacation request, the Union agrees that vacations will be given to suit the requirements of the Company's operation and may be given in one (1) consecutive period, except for the limitations under *paragraph 19.07*.
- 20.08 The Company and the Union agree that stabilization of continuous production is a goal to be attained. To this end, the Union recognizes that the Company has the right to plan and schedule vacations and that it may be necessary to restrict the number of employees on vacation at any one time.
- 20.09 Employees in each department shall be given seniority preference as to the choice of their vacation period, subject to the demands of the business. The Company shall complete the vacation scheduling by April 15. Any employee who does not notify the Company of a preference by April 1 shall lose seniority right for that year. Notwithstanding the above, in the months of July and August, seniority vacation preference shall be limited to a maximum of two (2) weeks. The finalized vacation schedule shall not be changed except by mutual agreement between the Company and employee, unless an emergency exists.
- 20.10 Every employee will take their current years vacation entitlement and vacation pay by April 30 of the following year in which they become entitled to it. Vacation entitlement and vacation pay may not be carried over to the next year or taken as vacation pay without the written authorization of the Company.
- 20.11 If an employee is absent due to layoff, illness, maternity/parental leave or on compensation, any vacation entitlement owing may be carried over to the next year or taken as vacation pay at the discretion of the Company.
- 20.12 In the event of an employee illness, bereavement or disability occurring prior to commencing their annual vacation, an employee shall have the right to have the vacation period rescheduled by mutual agreement with the Company.

Pay for Lost Time Due to Injury

20.13 If an employee is injured at work, the Company will pay the regular wages for the hours he was scheduled to work, for the day on which the injury occurs.

Article 21 - Health and Welfare Benefits

21.01 The Company shall be responsible for the provision of benefits as outlined in the Company's Group Benefit Plan booklet(s), Appendix C attached, which shall be an integral part of this Agreement, covering all eligible permanent employees, except for those excluded in Article 1 – **Scope and Coverage, paragraph 1.01.**

21.02 Only a permanent employee, who works at least twenty (20) hours each week, on a regularly scheduled basis, is eligible to participate in the Company's Benefit Program.

Changes in Plan Subject to Negotiation

21.03 It is agreed and understood by the parties signatory to this Agreement that the Company's Group Benefit Plan forms part of the Collective Agreement, and may only be altered or amended by mutual agreement of both parties.

Employee Responsibilities

21.04 It is agreed and understood by the parties signatory to this Agreement that employees are responsible for paying thirty percent (30%) of their BC Medical premiums, and their long term disability (LTD) premiums.

Information Respecting Health and Welfare Plans

21.05 A copy of the master contracts with Group Benefit Plan carrier(s) shall be sent to the President of the Union.

Article 22 - Pension Plan

22.01 The UFCW Union Pension Plan shall be in effect and bargaining unit employees with five or more years of service shall be enrolled into it as outlined below. Each participating employee is required to match the employer contribution.

Years of Service		2003 - 2009 Employee Cont.	2003 - 2009 Employer Cont.
0	4	0.0%	0.0%
5	9	1.0%	1.0%
10	19	2.0%	2.0%
20	29	3.0%	3.0%
30+		4.0%	4.0%

Article 23 – Various Leaves of Absence

Medical Appointment Time Off

23.01 Employees who are unable to schedule medical/dental appointments outside the standard hours of work (**see Article 15 – Hours of Work, Overtime, Shift Provisions and Premiums**) and are, therefore, required to take time off from work for such medical/dental appointments, may request the time off from their immediate supervisor or manager with such time off being

deducted from any sick leave accumulation or entitlement they may have, if any is due to them. Sick leave used for this purpose cannot be used to generate overtime.

Sick Leave Accumulation

- 23.02 Each employee will accrue sick leave, to be used when needed, to guarantee uninterrupted wages. Sick leave cannot be used for wages or absence of any other kind other than for employee illness or medical appointments outlined in *paragraph 23.01*. Sick leave will accrue to each employee according to the following schedule:
- a. After the employee has completed one hundred and twenty (**120**) consecutive days of continuous employment (referred to as the probationary period), the employee will be granted four (4) hours of sick time;
 - b. For each succeeding forty (40) regular hours of pay, the employee will accrue one (**1**) hour of additional sick leave;
 - c. No sick leave will accrue on overtime hours or be used to generate overtime;
 - d. Maximum sick leave accrual is two hundred and fifty-five (255) hours, equating to thirty (30), eight and one-half hour (**8½**) days;
 - e. Sick days accrued will be cancelled during periods of layoff more than twelve (12) weeks;
 - f. Sick leave does not represent a payroll liability to the Company except for payment of wages when used legitimately by an employee for medical reasons.

Maternity and Parental Leaves

- 23.03 The *Maternity and Parental Leave* provisions of the *Canada Labour Code, Part III, Division VI* will apply for eligible employees with child care responsibilities requesting leave of absence without pay. The Company shall provide information on current provisions to employees upon request.

Bereavement Leave

- 23.04 The *Bereavement Leave* provisions of the *Canada Labour Code, Part III, Division VIII* will apply for eligible employees requesting bereavement leave.

Jury Duty

- 23.05 Employees who have completed three (3) consecutive years of service and who are required to serve on jury duty will be paid an amount not exceeding eight (**8**) hours of regular pay per day to a maximum of forty (**40**) regular hours.
- 23.06 Employees are required to report back to work immediately upon conclusion of, or during recesses in such duty, and will be allowed to make up time lost wherever possible. An employee's wages will be reduced by the amount paid to him for jury duty.

Personal Leave

- 23.07 The Company may grant a leave of absence, without pay, for good and sufficient reason upon written application, to any employee who has completed three (3) years continuous employment. "Good and sufficient reason" as referred to herein shall be the subject of mutual agreement between the Company and the eligible employee.

23.08 The Company will keep the employee's position open for thirty (30) consecutive calendar days, if granted personal leave.

Union Leave

23.09 Time off without pay shall be granted to elected or appointed members of the Union to attend conventions, conferences, negotiations and workshops of the Union, and for such other purposes as may be agreed to by the Company. The Union shall notify the Company at least three (3) weeks in advance of the commencement of such time off. The maximum time off shall be seven (7) consecutive days per request and the maximum number of employees for such time off shall be two (2); provided both employees are not employed in the same department. The exception to this is that three (3) members shall be allowed to attend negotiations.

23.10 The Company will bill the Union and the Union will reimburse the Company within thirty (30) days of receipt of the Company's invoice, for wages and benefits paid to the employee during such time off.

Article 24 – Work-Related Illness and Injury

24.01 To assist any employee who becomes ill or injured at work, the Company is participating in a transitional work program. The transitional work program requires their supervisor notify the program administrator to schedule a medical appointment with a qualified medical doctor of the employee's choosing, or the program administrator's local physician, to treat the work related illness or injury, and to assess the employee's physical abilities for transitional duties. Employees will be required to sign a medical release authorizing the program administrator to contact the attending physician for the specific purpose of reviewing and establishing any reasonable, related rehabilitation process directly related to the employee's illness or injury. The employee's medical file will remain exclusively in the hands of his medical advisor. The Company will notify the Union when an employee's medical advisor prescribes and the Company accepts, a transitional work program.

Article 25 - Medical Certificates

25.01 An employee may be required to produce a certificate from a medical practitioner for any illness or injury, certifying that he was unable to carry out his duties due to illness or injury.

Article 26 - Health and Safety

26.01 The Company and the employees represented by the Union acknowledge their responsibilities and duties under the **Canada Labour Code, Part II**. Specific to employees, an employee may refuse to work when there are reasonable grounds to believe that continuing to do so would endanger personal health or safety or that of another person; such as faulty equipment or substandard physical condition(s) in the workplace. This right is expressed in Human Resource Development Canada (HRDC) regulations as a duty, and no employee is permitted to carry out work that is perceived as unsafe.

26.02 The Company shall make reasonable provisions for the health and safety of all employees during the hours of their employment.

26.03 The Company agrees to continue to make provisions for an Occupational Health and Safety Committee, and to recognize Union representatives on the said committee.

26.04 Copies of minutes of all Occupational Health and Safety Committee meetings will be forwarded to the Union via one of their representatives sitting on the said committee.

Joint Health and Safety Committee

26.05 The parties agree that a Joint Health and Safety Committee shall function as prescribed in the **Canada Labour Code, Part II**.

Article 27 – Union Education Funds

27.01 The Company agrees to contribute \$0.01 per hour for every hour worked by members of the bargaining unit, to the United Food and Commercial Workers, Local 1518 Education Fund.

27.02 Each member of the bargaining unit will contribute \$2.00 per month to the United Food and Commercial Workers, Local 1518 Miller's Convention Fund.

Article 28 – Training and Funds

28.01 The Company believes that employees should be encouraged to expand their education, or knowledge and skills, related to their present jobs and to the next job(s) in any line of progression. To this end, the Company actively supports training and educational assistance for employees, as may be determined and approved from time to time by the Company.

Article 29 - Employee Assistance Program

29.01 The Company and the Union have a strong interest in encouraging help with personal problems that affect an employee's family life, work life, or general well being. The Employee Assistance Program, or EAP, is a voluntary, short-term counseling, advisory and information service for employees and their eligible family members. The Company and the Union confirm that the Employee Assistance Program is an independent service and all information is kept confidential from the Company and the Union.

The EAP provides professional assistance for a wide range of personal issues including, but not limited to the following:

- Couple and marital relationships
- Work-related and career issues
- Depression
- Childcare concerns
- Misuse of alcohol and drugs
- Trauma/critical incident
- Family matters
- Stress and anxiety
- Aging family members
- Financial and legal concerns
- Bereavement

To determine if an issue is covered, or to seek help, employees may call the EAP line at 1-800-268-5211 and ask for details. Brochure information is available from bulletin boards or the Human Resources office.

Article 30 - Extension of Collective Agreement Until Strike/Lockout

30.01 The present Collective Bargaining Agreement shall remain in full force and effect until the signing of a new Collective Bargaining Agreement or until the requirements of **Section 89(1)** of the **Canada Labour Code** have been met.

Article 31 - Joint Labour-Management Committee

31.01 The parties to this agreement are committed to a process of Labour and Management working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. The Company and the Union shall each appoint an equal number of representatives to a Joint Labour-Management Committee who shall then meet to put together an implementation program.

Article 32 – Duration

32.01 This Agreement shall be in full force and effect from the sixteenth (16th) day of July, 2003 until the thirty-first (31st) day of January, 2009 and from year to year thereafter unless either party gives notice in-writing to the other of termination of agreement, or termination of amendment not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiration.

32.02 This Agreement shall become effective on the date of ratification and remain in effect from year to year unless either Party gives notice in writing to the other Party that amendments are required, or that the Party intends to terminate the Agreement.

Notice

32.03 Notice that amendments are required or that either Party intends to terminate the Agreement must be given in writing at least thirty (30) days, but no more than one hundred and twenty (120) days, prior to the expiration of the Agreement or of any annual period, thereafter. During the period of negotiations this Agreement shall remain in force and effect.

Article 33 – General

33.01 It is intended that the provisions contained in the **Canada Labour Code** and its **Regulations**, presently in effect and amended from time to time, are minimum standards only.

33.02 The **Canada Labour Code** and its **Regulations** apply notwithstanding any other law or any custom, contract or arrangement. Nothing in the **Code** shall be construed as affecting any rights or benefits of an employee under this Agreement that are more favourable to the employee than his rights or benefits under the **Canada Labour Code**.

33.03 In the event this Agreement does not contain a provision which is contained in the Code, such provision shall be deemed to be incorporated in the Agreement as part of its terms.

Change in Collective Agreement

33.04 It is agreed and understood by the parties signatory to this Agreement that any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

SIGNED ON BEHALF OF UNITED FOOD & COMMERCIAL WORKERS, LOCAL 1518



NOV 18 2003

SIGNED ON BEHALF OF ROGERS FOODS LTD. PER:



Handwritten signature of the Vice-President of Rogers Foods Ltd.

November 18, 2003

**APPENDIX A
WAGE SCALE AND JOB CLASSIFICATION**

	Job Classification	Wage Scale
Group I	Flour Mill/Production	
	Shift Miller	A
	Miller's Assistant	C
	Flour Packer	C
	Miscellaneous Packer	E
	General Labourer	F
Group II	Mix Plant	
	Mix Operator	C
	Mix Warehouseman/Packer	D
	General Labourer	F
Group III	Cereal Production	
	Working Cereal Production Lead Hand	B
	Cereal Production	C
	Cereal Packer	E
	General Labourer	F
Group IV	Maintenance	
	Journeyman	A
	Journeyman Helper	B
	Maintenance Helper	C
	General Labourer	F
Group V	Warehouse	
	Warehouse & Distribution Lead Hand	B
	Warehouseman I	C
	Warehouseman II	D
	General Labourer	F
Group VI	Quality Assurance	
	Product Technologist	B
	Product Technician I	C
	Grain Receiving/Sanitation Coordinator	D
	Product Technician II	E
	Grain Receiver/Sanitation	E
Group VII	Accounting/Administration	
	Operations Coordinator (MRP)	A
	Accounting Clerk I	C
	Senior Secretary	D
	Messenger/Sanitation	F
	Office Janitor Sales Clerk	F F

Wage Progression
February 1, 2004 to January 31, 2009

Wage Scale A									
Year	Period	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max
1	Feb 1/04 to Jan 31/05	16.00	16.75	17.50	18.25	-	-	-	18.75
2	Feb 1/05 to Jan 31/06	16.00	16.75	17.50	18.25	19.00	-	-	19.13
3	Feb 1/06 to Jan 31/07	16.00	16.75	17.50	18.25	19.00	-	-	19.26
4	Feb 1/07 to Jan 31/08	16.00	16.75	17.50	18.25	19.00	19.75	-	19.90
5	Feb 1/08 to July 31/08	16.00	16.75	17.50	18.25	19.00	19.75	-	20.30
5.5	Aug 1/08 to Jan 31/09	16.00	16.75	17.50	18.25	19.00	19.75	20.50	20.55

Wage Scale B								
Year	Period	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Max
1	Feb 1/04 to Jan 31/05	15.00	15.75	16.50	17.25	-	-	17.75
	Feb 1/05 to Jan 31/06	15.00	15.75	16.50	17.25	18.00	-	18.11
	Feb 1/06 to Jan 31/07	15.00	15.75	16.50	17.25	18.00	-	18.47
	Feb 1/07 to Jan 31/08	15.00	15.75	16.50	17.25	18.00	18.75	18.84
	Feb 1/08 to July 31/08	15.00	15.75	16.50	17.25	18.00	18.75	19.21
5.5	Aug 1/08 to Jan 31/09	15.00	15.75	16.50	17.25	18.00	18.75	19.46

Wage Scale C								
Year	Period	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Max
1	Feb 1/04 to Jan 31/05	14.00	14.75	15.50	16.25	-	-	16.75
2	Feb 1/05 to Jan 31/06	14.00	14.75	15.50	16.25	17.00	-	17.09
3	Feb 1/06 to Jan 31/07	14.00	14.75	15.50	16.25	17.00	-	17.43
4	Feb 1/07 to Jan 31/08	14.00	14.75	15.50	16.25	17.00	17.75	17.78
5	Feb 1/08 to July 31/08	14.00	14.75	15.50	16.25	17.00	17.75	18.13
5.5	Aug 1/08 to Jan 31/09	14.00	14.75	15.50	16.25	17.00	17.75	18.38

Wage Scale D								
Year	Period	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Max
1	Feb 1/04 to Jan 31/05	12.00	12.75	13.50	14.25	-	-	14.75
2	Feb 1/05 to Jan 31/06	12.00	12.75	13.50	14.25	15.00	-	15.05
3	Feb 1/06 to Jan 31/07	12.00	12.75	13.50	14.25	15.00	-	15.35
4	Feb 1/07 to Jan 31/08	12.00	12.75	13.50	14.25	15.00	-	15.65
5	Feb 1/08 to July 31/08	12.00	12.75	13.50	14.25	15.00	15.75	15.97
5.5	Aug 1/08 to Jan 31/09	12.00	12.75	13.50	14.25	15.00	15.75	16.22

Wage Scale E								
Year	Period	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Max
1	Feb 1/04 to Jan 31/05	11.00	11.75	12.50	13.25	-	-	13.75
	Feb 1/05 to Jan 31/06	11.00	11.75	12.50	13.25	14.00	-	14.03
	Feb 1/06 to Jan 31/07	11.00	11.75	12.50	13.25	14.00	-	14.31
	Feb 1/07 to Jan 31/08	11.00	11.75	12.50	13.25	14.00	-	14.59
	Feb 1/08 to July 31/08	11.00	11.75	12.50	13.25	14.00	14.75	14.88
5.5	Aug 1/08 to Jan 31/09	11.00	11.75	12.50	13.25	14.00	14.75	15.13

Wage Scale F							
Year	Period	Min	Step 1	Step 2	Step 3	Step 4	Max
1	Feb 1/04 to Jan 31/05	8.00	8.75	9.50	-	-	10.25
2	Feb 1/05 to Jan 31/06	8.00	8.75	9.50	-	-	10.46
3	Feb 1/06 to Jan 31/07	8.00	8.75	9.50	10.25	-	10.66
4	Feb 1/07 to Jan 31/08	8.00	8.75	9.50	10.25	-	10.88
5	Feb 1/08 to July 31/08	8.00	8.75	9.50	10.25	11.00	11.09
5.5	Aug 1/08 to Jan 31/09	8.00	8.75	9.50	10.25	11.00	11.34

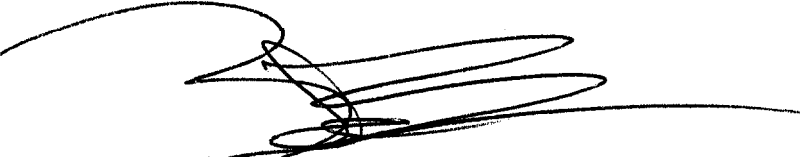
LETTER OF UNDERSTANDING

Between: UNITED FOOD AND COMMERCIAL UNION, LOCAL 1518
(hereafter referred to as the "Union")

And: ROGERS FOODS LTD.
(hereafter referred to as the "Company")

In order to implement **Article I-- Scope and Coverage**, and specifically Section 1.02 of the Collective Agreement between the Union and the Company, it is agreed as follows:

- I. Twenty-four (24) months from the date of the ratification of this Collective Agreement, both the Union and the Company each have the mutual right to request a review to revisit, and if necessary to negotiate amendments to Section 1.02 of Article 1.
- II. Such request should be in writing to either party one (1) month prior to the end of the twenty-four (24) months mentioned in Paragraph I.



Signature - For the Union

Date


NOV 18 2003



Signature - Rogers Foods Ltd.

Date

November 18, 2003



Signature - Rogers Foods Ltd.

Date

November 18, 2003

LETTER OF UNDERSTANDING

Between: UNITED FOOD AND COMMERCIAL UNION, LOCAL 1518
(hereafter referred to as the "Union")

And: ROGERS FOODS LTD.
(hereafter referred to as the "Company")

In order to implement **Article 15 – Hours of Work, Overtime, Shift Provisions and Premiums**, and specifically Section 15.06 (Plant Employees) of the Collective Agreement between the Union and the Company, it is agreed as follows:


- I. Effective November 1, 2004 the Mill employees (i.e. Shift Millers and Miller's Assistants) will cease to be scheduled and work under the provisions of the attached Notice of Modified Work Schedule.
- II. A majority of the Mill employees can request and will be granted cancellation of the Notice of Modified Work Schedule earlier than November 1, 2004. Such request should be in writing to all parties.
- III. Unless requested by them to happen earlier, effective November 1, 2004, the Milling Staff will work in accordance with the hours of work detailed in Section 15.06 of this Collective Agreement.
- IV. Between now and November 1, 2004 overtime eligibility will only occur if the hours listed on the attached Notice of Modified Work Schedule are exceeded. All other provisions of this Collective Agreement remain in force and will apply to the Milling Staff.
- V. The points listed in this Letter of Understanding become effective with the ratification of this Collective Agreement.


Signature - For the Union

NOV 18 2003
Date


Signature - Rogers Foods Ltd.

November 18, 2003
Date


Signature - Rogers Foods Ltd.

November 18, 2003
Date

LETTER OF UNDERSTANDING

Between: UNITED FOOD AND COMMERCIAL UNION, LOCAL 1518
(hereafter referred to as the "Union")

And: ROGERS FOODS LTD.
(hereafter referred to as the "Employer")

In order to implement Section 22.01 of the Collective Agreement between the Union and the Employer it is agreed as follows:

- I. Effective January 1, 2001, the Employer will participate in the United Food and Commercial Workers Union Pension Plan and Trust Fund (hereafter referred to as the Plan/or Trust, as applicable) on the following terms and condition:
 - i) Participation in the Plan and Trust will be through the Local 1518 Division of the Plan and Trust.
 - ii) As a participating Employer in the Plan and Trust, the Employer will provide to the Plan and Trust, on a timely basis, all information required pursuant to the Income Tax Act, and the Pension Benefits Standards Act, 1985 (Canada), or other applicable legislation which the Administrator may reasonably require in order to properly record and process contributions and benefits. The information may be provided by the Employer in the form normally maintained by the Employer. The Employer will further provide the information set out in Part III of this letter.
 - iii) Under the Plan and Trust the Retirement Committee of the Local 1518 Division will be responsible for determining the benefits provided to employees of the Employer, the conditions of eligibility of such benefits and other terms and conditions as they deem necessary to include. It is understood that the Committee shall also have the power to amend or modify the terms and conditions of the plan and the eligibility rules.
- II. Commencing with the later of January 1, 2001, or the first day of employment of each Participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewal or extensions thereof, or until otherwise changed that the following contributions shall be made to the Plan and Trust:

"Earnings" shall mean the total compensation paid to a Participating Employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Canada Customs and Revenue Agency be changed in the future) provided to the participating Employee each year.

"Participating Employee" shall mean each employee as of January 1, 2001 who is subject to the Collective Agreement and each future employee who becomes subject to the Collective Agreement from the date they are first employed.

 - a) By the Employer – the percentage set forth below of the Earnings of each Participating Employee. The percentage applicable shall be as follows:

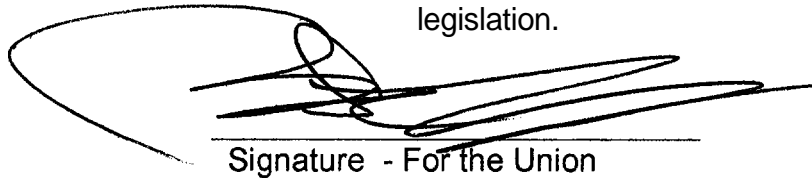
<u>Date</u>	<u>Percentage</u>	<u>Age of Employee</u>
Effective January 1 2001	1%	40 – 65
b) By the Participating Employee	1%	40 – 65
c) Or as determined by the parties to this Letter of Understanding.		

III. Participating Employee plus Employer contributions along with a list of the Participating Employees in respect of which the contributions have been made, shall be **forwarded** by the Employer to the Trust Company or other financial institution designated by the Trustees of the Plan and Trust to receive these, and shall do **so** not later than twenty-one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods. These listing shall be prepared in alphabetical order and shall show for each Participating Employee:

- 1) Their Earnings;
- 2) The Employer contribution made in respect of the Participating Employee;
- 3) The date they became a Participating Employee in the Employer's four (4) or five (5) week accounting period;
- 4) The date they ceased to be an Employee and the reason for cessation if they are no longer a Participating Employee at the end of the Employer's four (4) or five (5) week accounting period;
- 5) Such other data as the Trustees reasonably indicate they require for the administration and operation of the Plan, subject to Part I(ii) and the provisions of the Personal Information Protection and Electronic Documents Act.

IV. General

- i) It is agreed and understood that the Plan and Trust shall not require the Employer to guarantee the benefits or assure its solvency.
- ii) The Plan and Trust is and will continue to be registered under the Income Tax Act and the Pension Benefits Standards Act 1985 (Canada), or other applicable legislation.



Signature - For the Union

NOV 18 2003


Date



Signature - Rogers Foods Ltd.

Date

November 18, 2003



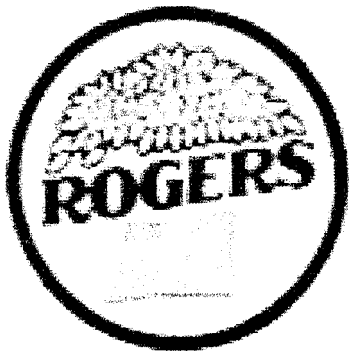
Signature - Rogers Foods Ltd.

Date

November 18, 2003

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GROUP BENEFITS



*We make
a Difference.*

GROUP POLICY NUMBER

MANULIFE FINANCIAL: 20431
CLAIMSECURE : 2458

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RECEIVED
JUN 02 2004

BASIC LIFE INSURANCE

- 2 X ANNUAL EARNINGS, MAXIMUM: \$100,000
- REDUCES BY 50% AT AGE 65
- TERMINATES AT AGE 70 OR EARLIER RETIREMENT

ACCIDENTAL DEATH & DISMEMBERMENT

- 2 X ANNUAL EARNINGS; MAXIMUM: \$100,000
- REDUCES BY 50% AT AGE 65
- TERMINATES AT AGE 70 OR EARLIER RETIREMENT

DEPENDENT GROUP LIFE

- SPOUSE: \$10,000 EACH CHILD: \$5,000

LONG TERM DISABILITY

- 60% OF MONTHLY EARNINGS
- MAXIMUM MONTHLY BENEFIT \$5,000*
- *\$1,500 FOR COMMISSIONED SALESMEN EMPLOYED FOR LESS THAN 2 YEARS.
- YOU MUST BE DISABLED FOR 119 DAYS TO BE ELIGIBLE
- BENEFIT TERMINATES AT AGE 65

EXTENDED HEALTH CARE BENEFIT

- DEDUCTIBLE NIL
- COVERAGE: 100%
- SEMI-PRIVATE HOSPITAL
- PAY DIRECT DRUG CARD
- PRIVATE DUTY NURSING: \$10,000 PER CALENDAR YEAR
- PARAMEDICAL SERVICES TO AN OVERALL MAXIMUM OF \$500 PER PRACTITIONER EVERY CALENDAR YEAR, INCLUDING:
 - NATUROPATH
 - SPEECH THERAPIST
 - ACUPUNCTURISTS
 - PHYSIOTHERAPIST
 - **PSYCHOLOGIST**
 - OSTEOPATH
 - CHIROPRACTOR
 - MASSAGE THERAPIST
 - PODIATRIST
- HEARING AIDS: \$400 EVERY 5 CALENDAR YEARS
- ORTHOTICS/ORTHOAEDIC SHOES - \$200 PER CALENDAR YEAR
- EYE EXAMS COVERED FOR ADULTS AT \$50/24 MONTHS; CHILDREN \$50/12 MONTHS
- VISION – FRAMES AND LENSES: ADULT: \$100/24 MONTHS; CHILDREN: \$100/12 MONTHS
- TERMINATES AT AGE 70 OR EARLIER RETIREMENT

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DENTAL CARE BENEFIT

- NO DEDUCTIBLE
- 80% BASIC SERVICES
- 50% MAJOR RESTORATIVE SERVICES
- BASIC MAXIMUM \$2000 PER
 CALENDAR YEAR
- MAJOR MAXIMUM: \$1,000 PER
 CALENDAR YEAR
- TERMINATES AT AGE 70 OR EARLIER
 RETIREMENT

FOR ANY ENQUIRIES REGARDING
EXTENDED HEALTH OR DENTAL
CLAIMS, PLEASE CALL

**CLAIMSECURE
TOLL FREE NUMBER:**

1-888-513-4464

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IF THERE IS ANY DISCREPANCY BETWEEN THIS BROCHURE AND THE POLICY CONTRACT, THE CONTRACT WILL APPLY WITHOUT EXCEPTION.

IF YOU HAVE ANY IMMEDIATE QUESTIONS, PLEASE CONTACT YOUR PLAN ADMINISTRATOR.

PREPARED BY:



BENEFITS • PENSIONS

TRG GROUP BENEFITS & PENSIONS INC.
SUITE 1800, 1055 WEST GEORGLA STREET
P.O. BOX 11119, ROYAL CENTRE
VANCOUVER, BC V6E 3P3

TELEPHONE: (604) 714-4400

FAX: (604) 714-4401

E. & O.E.

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