

# COLLECTIVE AGREEMENT

BETWEEN

***RAHR MALTING CANADA LTD.***

AND

THE UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 401

13608 (02)

***Effective: June 1<sup>st</sup>, 2008***

***Expires: May 31<sup>st</sup>, 2011***

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## AGREEMENT BETWEEN

**RAHR MALTING CANADA LTD.**, Alix, Alberta, Canada, hereinafter called the Employer, and UNITED FOOD AND COMMERCIAL WORKERS CANADA, Local 401, hereinafter called the Union.

### Interpretation

It is agreed that where the masculine is used in this Agreement it shall be deemed to include the feminine and vice versa, where the context so requires.

### Article 1 - Management's Rights Clause

1.01 The Management of the Company and the direction of the working force, will include the following rights:

- To plan, direct and control plant operations;
- To schedule and assign work to employees;
- To determine the means, methods, processes, materials, and schedules of production;
- To determine the products to be manufactured;
- To choose the location of its plants and the continuance of its operating department;
- To establish production standards and to maintain the efficiency of employees;
- To establish and require employees to observe Company work and safety rules and regulations;
- To hire, layoff or relieve employees from duties;
- To contract or subcontract work and services from any source so long as it does not cause layoff of bargaining unit employees;
- To transfer employees;
- To promote employees;
- To judge the qualifications of employees;
- To determine the quality which the customer desires;
- To establish work classifications;
- To maintain order and to suspend, demote, discipline and discharge employees for just cause.

All of which are recognized and reserved rights of the Company.

1.02 The foregoing enumeration of Management's rights shall not be deemed to exclude other rights of Management not specifically set forth, the Company therefore retaining all rights not otherwise specifically restricted by this Agreement.

### Article 2 - Membership

2.01 Employees covered by this Agreement and hired on or after its effective date or date of execution, whichever is later, shall upon completion of the probation period, become members of the Union.

The Employer agrees to deduct from the wages of each employee, initiation fees, Union dues and assessments that are authorized by a regular and proper vote of

the membership of the Union. ***The Union and its members shall indemnify and hold harmless the Company from all claims against it in respect to the collection of such monies.***

2.02 The Employer further agrees, automatically, to deduct Union dues from the wages of new members in bi-weekly installments.

2.03 The Employer shall remit once each accounting period to the Union:

- a) Moneys deducted from the wages of its employee's for Union initiation fees, dues and assessments;
- b) A statement showing each employee's name from whom deductions were made, and the amount of the deduction;
- c) A statement showing the names of the employees terminated and hired during the preceding accounting period;
- d) A statement provided ***quarterly*** showing the name, home address, telephone number, social insurance number and postal code of all bargaining unit employees;

Commencing with the first week of employment, initiation fees shall be deducted in bi-weekly installments.

***Upon mutual agreement the Company may submit the dues electronically in a manner acceptable to both parties.***

### Article 3 - Bargaining Agency

3.01 The Employer recognizes the Union as the sole agency for the purposes of collective bargaining for the following employees employed by Rahr Malting Canada Ltd. at its plant in Alix, Alberta: Operator I, Operator II, and Laboratory Technician employees. Excluded are all office clerical employees, office, customer relations and sales personnel, security guards, supervisory, administrative, managerial and executive employees.

3.02 Temporary students, part-time and temporary plant employees may be hired as long as bargaining unit employees are not laid off. These employees shall be compensated as set forth in **Article** 14.04, "Wage Schedule". An employee hired as a temporary or part-time employee shall be advised at the time of their hiring of their temporary status and the estimated duration of their employment. A copy shall also be sent to the Union. It is understood that the hiring of a part-time or temporary employee does not create a new position or vacancy.

3.03 Employees in these classifications shall become members of the Union and pay Union dues after they work four (4) consecutive calendar months within any twelve (12) month period. The Employer agrees to have the Union form for membership application, dues deduction, and initiation fee deduction signed by the employees at the time of hire.

- 3.04 Temporary students, part-time and temporary plant employees are not considered probationers and shall accumulate no seniority during any period of employment in the above classifications. These employees will not receive the insurance, health and pension benefits however these employees shall be covered by all terms and conditions of this Agreement except for the following provisions, unless otherwise required by the Canada Labour Code: Articles 2, 5, 6, 8, 9, 10, **Articles** 11.04 thru 11.18. **Articles** 12.02, 12.03, Article 13, **Article** 14.03, Article 15, 16, 17, 18, 19, 20, 25, and 28.
- 3.05 In the event that the Company determines that a temporary student, part-time or temporary plant assignment will continue beyond one hundred thirty (130) continuous working days, the Company agrees, at that time, to convert the position to a regular full-time classification. Probationary status shall begin at the time of the conversion. The date that the employee switches to probationer status shall be considered their original starting date for the purposes of establishing their seniority date.
- 3.06 The Company may request an extension of the one hundred thirty (130) continuous work day periods and such a request for an extension will not be unreasonably denied by the Union.

#### Article 4 - Supervisors

- 4.01 Supervisors shall be exempt from this Agreement and may perform bargaining unit work deemed necessary by the Company for the efficient operation of the business, so long as it does not cause layoff of bargaining unit employees.

#### Article 5 - Hiring and Probation

- 5.01 All new employees hired, will be categorized as probationers with the exception of temporary students, part-time and temporary plant employees. The Employer agrees to have the membership application form, dues, and initiation fee deduction forms signed by the employees at the time of hire.
- 5.02 Probationers shall become members of the Union and pay Union dues after they work **three (3) consecutive calendar months**, at which time they become eligible for all the normal benefits given to employees having seniority, including enrollment in the group insurance and pension plans. However, the probationary period will continue until the completion of six (6) consecutive calendar months worked within any twelve (12) month period. During this probationary period, the Company may terminate the employment relationship without the termination being subject to the grievance and arbitration procedure.
- 5.03 An Employee, upon successful completion of their probationary period, shall be given a seniority date based on their original starting date.
- 5.04 The Company will show the Union orientation video when hiring new employees.

## Article 6 - Replacements

- 6.01 When the Company determines a job opening has occurred due to retirement, termination, creation of a new position or vacancy of an existing position covered by this Collective Agreement, said job will be posted on the Company bulletin boards within seven (7) calendar days of the job opening and shall remain posted for seven (7) calendar days. The posting will be date stamped when it goes up and when it comes down. The most senior employee having applied for the posting shall have preference for the job provided the employee has the necessary qualifications and ability, in the bona fide opinion of the Director of Operations or his/her designate to perform the job. ***Persons returning from vacation will have the right to add their name to the bid list within five (5) days of their return.***
- 6.02 The second and third openings resulting from this assignment will be filled in the same manner. If an employee is taken off the bid job within three (3) months of the award the next employee on the bid sheet will be considered as above. The Company will make a good faith effort to notify employees on vacation of such postings in order to provide them the opportunity to bid. Persons returning from vacation will have the right to add their name to the bid list within five (5) days of their return. In the event the Company elects to establish Lead persons they shall be appointed or removed by Management and such positions will not be subject to this Article or any other form of job bidding or bumping.
- 6.03 Existing classifications being assigned for the first time on a new shift or reassigned to an existing shift shall not be considered a "job opening" or a "new position" under this provision.
- 6.04 Neither the provisions of this article nor any other form of job bidding or bumping shall apply to the Operator I Classification, except where the employees effected by said bid have the necessary qualifications and abilities to immediately perform the work deemed necessary in the bona fide opinion of the Director of Operations or his/her designate.
- 6.05 Once an employee bids on a posted job vacancy or a new job and subsequently receives the job and starts training, they cannot bid on another posted job vacancy or new job until six (6) months from the start of training unless such job vacancy is in a higher wage classification.

## Article 7 - Work Performance

- 7.01 Employees are required to perform work of any nature in or about the Employer's premises, as assigned by Management.

## Article 8 - Discipline, Discharge

- 8.01 The Company may suspend, demote, discipline or discharge Union members for just cause.

- 8.02 The Employer maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records. In the imposition of discipline, the Employer shall not refer back more than two (2) years.
- 8.03 Personnel files are the property of the Employer, and access to the information they contain is restricted. Generally, only Supervisors and Management personnel of the Employer who have permission of the Director of Operations are allowed to do so, unless required under the terms of this Agreement for purposes of grievance and arbitration.
- 8.04 With reasonable advance notice (a minimum of two (2) working days) to the Director of Operations, employees may review their own personnel files in Rahr Malting Canada Ltd's offices and in the presence of an individual appointed by the Employer to maintain the files. A Shop Steward **or if a Steward is not available, a Union Representative** may be present if requested by the employee.
- 8.05 Shop Stewards **or if a Shop Steward is not available, a Union Representative** may be present at disciplinary meetings.
- 8.06 All employees who wish to see the officials of the Union shall have that privilege. Employees shall not leave their job unless relieved and/or before notifying Management first. Any such arrangements shall ensure that such access shall not interfere with work duties or work performance. Such consultations shall, over a one (1) calendar year period, average no more than fifteen (15) minutes per employee per month, however, if additional time is deemed necessary, a request for an extension of time may be made to Management and the Management will not unreasonably deny such a request for an extension.

The Employer recognizes the right of the Union to designate a reasonable number of Stewards from the Employer's seniority list. The Union will advise the Employer in writing of those employees so designated. Stewards shall inform the Company when they are on Union business. Unless a grievance is an emergency, Stewards shall make their investigations at times which will not interfere with production requirements.

#### Article 9 - Layoffs, Recalls, Terminations, Plant Closures

- 9.01 Any employee laid off due to seasonal or other reasons beyond the Employer's control, shall be entitled to his/her former position if operations are resumed subject to **Articles** 9.02 and 9.03.
- 9.02 When staff is being reduced, non seniority employees shall be laid off first then regular employees in reverse order of seniority subject to the Employer's requirement to maintain sufficient immediately qualified and competent staff to operate the plant. Employees with specialized skills and training may be retained by the Company without regard to seniority. When staff is being recalled, the Employer shall do so in order of seniority subject to the qualifications, specialized skills and competence of the employees considered to perform the job.

- 9.03 Seniority shall cease and employment shall be deemed to be terminated for any of the following reasons:
1. If an employee voluntarily leaves the employ of the Employer.
  2. If an employee is discharged for just cause.
  3. In case an employee performs no work for the Employer for any reason, or combination of reasons, for a period longer than twelve (12) months, or twenty-four (24) months if the employee has five (5) years seniority, unless otherwise required under the Canada Labour Code.
  4. If an employee on layoff fails to report to work within seven (7) days after receiving notice of a permanent vacancy from the Company by registered mail to their last known address, unless they have advised the Company and produces medical evidence of his/her being unable to report.
  5. If the employee has received severance benefits for any reason including plant closure. The minimum severance benefit shall be in accordance with Canada Labour Code unless greater is offered by the Employer.
  6. Failure to report for work on the first day following expiration of an approved leave of absence, without calling in and discussing the matter with his/her Supervisor, except for reasons beyond the employee's control acceptable to Management.
  7. Failure to report to work as scheduled for two (2) consecutive days, without calling in and discussing the matter with his/her supervisor, except for reasons beyond the employee's control acceptable to Management.
  8. Retirement.

#### Article 10 - Uniforms and Protective Wear Benefits

- 10.01 Plant Employees: The Employer will provide two (2) pairs of coveralls per year. The Employer will, at the Company's discretion, provide the following: rain suits, rubber boots and rubber gloves, hard hats, respiratory protection, hearing protection and non-prescription eye protection to employees requiring these items in the normal course of their work duties. Plant employees with seniority status will be paid a yearly allowance of **two hundred (\$200.00) dollars** each September 1<sup>st</sup> during the lifetime of this Agreement. Probationary employees will be eligible for this allowance upon completion of four hundred eighty (480) hours worked and the payment will be pro rata basis the date they attain four hundred eighty (480) hours worked. The yearly allowance is to cover costs of safety footwear and/or work clothing.

The Company agrees to provide winter coveralls, work gloves, hard hat liners, as per past practice.

- 10.02 Lab Employees: The Employer will provide lab coats as required. The Employer will, at the Company's discretion, provide protective equipment for lab employees required to perform their lab duties or to enter plant areas. Lab employees with seniority status will be paid a yearly allowance of **one hundred sixty (\$160.00) dollars** each September 1<sup>st</sup> during the lifetime of this Agreement.

Probationary employees will be eligible for this allowance upon completion of four hundred eighty (480) hours worked and the payment will be pro rata basis the date they attain four hundred eighty (480) hours worked. The yearly allowance is to cover costs of safety footwear and/or work clothing.

#### Article 11 - Work Schedules/Overtime

- 11.01 Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending time, as well as variations in the total hours that may be scheduled each day and week. The Company reserves the sole right to schedule work days, shifts, shift hours, and/or work weeks of varying lengths in accordance with production needs. This includes assignment of work across craft and departmental production lines. The Company may change an employees scheduled days off at any time. The Company will give reasonable prior notice of any changes to work schedules whenever possible.
- 11.02 From time to time, the work schedule may be altered by Management to reflect actual plant requirements. This could lead to shift alternatives which may differ from that currently established.
- 11.03 When the Employer determines that it is necessary to implement a new shift or an ongoing change in the current shifts, they will notify the affected employees along with a Shop Steward as soon as is practical. Upon request from the Shop Steward, the parties will meet as soon as is practical, thereby giving the affected employees the opportunity to familiarize themselves with the shift change.
- 11.04 The Employer shall post the work schedule on the Friday before the start of the following work week. If an employee's shift is changed with less than thirty-six (36) hours notice for the convenience of the Company, they shall be paid time and one half (1 ½ X) for the first shift worked. The employee shall provide a minimum of twenty-four (24) hours notice when requesting Management approval for a shift change.

#### Operator I

- 11.05 General understanding of twelve (12) hour shift work, subject to Article 11.01, 11.02 and 11.04.
1. To operate at no extra cost to the Company.
  2. To maintain a high standard of product quality, while working in a safe and efficient manner.
  3. The Employer reserves the right to alter the shift pattern as operational needs change.

11.06 General operating conditions of twelve (12) hour shift work, subject to Article 11.01, 11.02 and 11.04.

1. Shift schedule as attached - Appendix A, subject to Article 11.01, 11.02 and 11.04.
2. Overtime after twelve (12) hours at the rate of double time (2X).
3. Statutory Holidays shall be paid as follows:
  - a) Not working – twelve (12) hours.
  - b) Working – twelve (12) hours + twelve (12) hours at time and one half (1 ½ X).
4. All other sections of the Collective Agreement remain in effect.
5. Current shift times - 6:00 a.m. – 6:00 p.m. and 6:00 p.m. – 6:00 a.m.
6. Reasonable notification of absence from work will become even more important. Maximum notification shall be given with the minimum notification being two (2) hours.

#### Operator II

11.07 The current work week is ten (10) hour days, forty (40) hours per week Monday to Thursday or Tuesday to Friday, subject to Article 11.01, 11.02 and 11.04.

#### Operator I - Days

11.08 The current work week is ten (10) hour days, forty (40) hours per week Monday to Thursday or Tuesday to Friday, subject to Article 11.01, 11.02 and 11.04.

#### Laboratory

11.09 The current work week is eight (8) hour days, forty (40) hours per week Monday to Friday or Sunday to Thursday, subject to Article 11.01, 11.02 and 11.04.

#### Overtime

11.10 When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. However, if an employee wishes to be excused from an overtime assignment, they may approach the Company and the Company will attempt, where practical and with no additional cost to the Company to assign a suitable replacement in order of seniority. All overtime work must receive the Supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical

to all employees who in the opinion of Management are qualified to perform the required work.

- 11.11 Overtime compensation will be paid at time and one half (1 ½ X) in accordance with federal laws. This includes employees required to work on their scheduled days off.
- 11.12 Overtime pay is based on actual hours worked. Time off on sick leave or any other unpaid leave of absence will not be considered hours worked for purposes of performing overtime calculations. During a work week, vacation days, holidays, bereavement days and/or jury duty days will count as time worked for purposes of computing overtime. When an employee's shift is changed for the convenience of the employee, overtime will not be paid.
- 11.13 If it is determined, through the grievance and arbitration process contained herein, that an employee did not receive the proper amount of overtime work provided under any provision, the sole remedy will be to provide the employee with an option to work the amount of overtime work they would have otherwise worked. If this overtime work remedy is required, it will be provided based on Company production needs within a reasonable time limit after a determination has been reached.
- 11.14 An employee called in to perform work before or after, but not continuous with his/her daily working schedule, shall be paid a minimum of four (4) hours pay at time and one half (1 ½ X) pay or actual hours worked, whichever is greater. The call-in provision shall apply only when the work required was not arranged with the employee prior to the call-in and the work is not continuous with the next scheduled shift. An extension or early report to a scheduled shift does not qualify the employee for the call-in pay. When an employee is on call-in and a second problem develops while the employee is on site, the employee will address the second problem if qualified to do so. The call-in rate of pay will automatically revert to straight time at the start of an employee's regularly scheduled shift. There shall be no duplication or pyramiding of overtime or premium hours.
- 11.15 ***In the event the Employer determines a call-in is necessary, the Employer will call in employees qualified to perform the necessary work on the basis of seniority utilizing an established rotation list.***
- 11.16 Double (2X) time shall be paid for all hours worked in excess of twelve (12) consecutive hours when the work is contiguous with a scheduled shift whether the duration is due to an extension of the shift or due to a call-in prior to the start of the shift.
- 11.17 With respect to overtime or additional hours worked due to a call-in, the Employer maintains the sole right to send an employee home for safety or any other legitimate business reasons. In the event that an employee is sent home and is unable to complete a regularly scheduled shift under these circumstances, they will be paid at the applicable rate available under the terms of this Collective Agreement had the employee actually completed their regularly scheduled shift.

11.18 Employee's required to attend Company meetings prior to or after their shift or on their scheduled day off shall be paid at time and one half (1 ½ X) the straight time for the actual time in attendance at the meeting.

11.19 Sunday Premium

All work performed on Sunday, shall receive one (\$1.00) dollar per hour additional. For purposes of this Sunday Premium, Sunday is defined as the twenty-four (24) hour period from 6:00 a.m. Sunday to 6:00 a.m. Monday. Only hours actually worked during this prescribed period shall be compensated at the additional one (\$1.00) dollar per hour.

**11.20 The Employer shall provide designated time clocks for employees. It is the responsibility of each individual employee to personally clock in at the beginning of their shift and clock out at the end of their shift.**

Article 12 - Rest and Meal Periods

12.01 Each workday, any employees covered by this Collective Agreement shall receive two (2) paid rest periods of fifteen (15) minutes in length during said shift. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their work stations beyond the allotted rest period time.

12.02 All employees working eight (8) hour shifts **or more** will have a paid meal break of **thirty (30) minutes** in length. Supervisors will schedule meal periods to accommodate operating requirements.

12.03 In the event of any overtime worked by an employee immediately after his/her regular shift, a meal allowance of **fifteen (\$15.00) dollars** will be included on the employee's pay cheque if **there is no possible way that a meal can be brought in to the affected employees when** the employee's overtime is in excess of two (2) hours. If the overtime is to last at least two (2) hours, the employee shall be allowed a fifteen (15) minute rest period at the beginning of the overtime period and after each two (2) hours of overtime worked.

Article 13 - Holidays

13.01 The following eleven (11) days shall be observed as legal holidays:

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

13.02 Should the Federal Government declare by statute a change to the aforementioned public holidays, these changes shall be adopted for the remaining term of this Agreement.

- 13.03 Should an employee scheduled to work on any of the above-mentioned holidays or on their scheduled regular day of work preceding or following the holiday be absent without permission on any of these days, such employee shall forfeit their regular holiday pay.
- 13.04 Should it become necessary to work any of the aforementioned holidays, it shall be paid for at time and one half (1 ½ X).
- 13.05 Should a Statutory Holiday fall on an employee's normal posted day off or if the Employer does not require the employee to work on a given Statutory Holiday, they shall receive Statutory Holiday pay in accordance with their normal daily shift.

Article 14 - Wages

- 14.01 ***During the term of this Collective Agreement, should the Company desire to change the rates of pay as set out in Article 14, they will meet with the Union to discuss and agree on any changes prior to their implementation.***
- 14.02 All employees are paid bi-weekly. Each paycheck will include earnings for all work performed through the end of the previous payroll period.
- 14.03 In the event that a regularly scheduled payday falls on a day off (e.g., a weekend or holiday), employees will receive pay on the last day of work before the regularly scheduled payday.
- 14.04 Employees pay will be directly deposited into their bank account.
- 14.05 Wage Schedule:

Bonus	\$1,000.00	<b>\$500.00</b>	<b>\$500.00</b>
Current Classifications:	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	<b>4%</b>	<b>4%</b>	<b>4%</b>
Operator I – Trade 1	<b>\$31.69</b>	<b>\$32.96</b>	<b>\$34.28</b>
Operator I – Trade	<b>\$29.40</b>	<b>\$30.67</b>	<b>\$31.99</b>
Operator I – Non-Trade	<b>\$25.81</b>	<b>\$27.08</b>	<b>\$28.40</b>
Operator II	<b>\$23.65</b>	<b>\$24.92</b>	<b>\$26.24</b>
Laboratory			
<b>After Probationary Period</b>	<b>\$21.96</b>	<b>\$23.23</b>	<b>\$24.55</b>
<b>After 12 months Seniority</b>	<b>\$23.22</b>	<b>\$24.49</b>	<b>\$25.81</b>
*Labourer	<b>\$15.15</b>	<b>\$16.42</b>	<b>\$17.74</b>
Part-Time	<b>\$14.52</b>	<b>\$15.79</b>	<b>\$17.11</b>
Temporary	<b>\$14.52</b>	<b>\$15.79</b>	<b>\$17.11</b>

Student	<b>\$11.72</b>	<b>\$12.99</b>	<b>\$14.31</b>
Probationary:			
Operator I – Trade	<b>\$28.24</b>	<b>\$29.51</b>	<b>\$30.83</b>
Operator I – Non-Trade	<b>\$23.65</b>	<b>\$24.92</b>	<b>\$26.24</b>
Operator II	<b>\$22.49</b>	<b>\$23.76</b>	<b>\$25.08</b>
Laboratory	<b>\$18.96</b>	<b>\$20.23</b>	<b>\$21.55</b>

The Company shall determine in its sole discretion if a job opening occurs for the labourer classification. Job bidding or bumping shall apply to the labourer classification; however, qualifications for placement from this position to any other will be determined at the sole discretion of Management, subject to the grievance process but not subject to arbitration.

**Lump Sum Payment**

***All regular full-time employees on staff at the time of ratification of the Collective Bargaining Agreement, shall receive a lump sum payment of one thousand (\$1,000.00) dollars as soon as is reasonably possible following the ratification of the Collective Agreement.***

***All regular employees on staff on June 1<sup>st</sup>, 2009, shall receive a lump sum payment of five hundred (\$500.00) dollars as soon as is reasonably possible following June 1<sup>st</sup>, 2009.***

***All regular employees on staff on June 1<sup>st</sup>, 2010, shall receive a lump sum payment of five hundred (\$500.00) dollars as soon as is reasonably possible following June 1<sup>st</sup>, 2010.***

14.06 Off Shift Bonus

A shift premium of **one dollar fifty cents (\$1.50)** per hour will be paid for all work between 6:00 p.m. and 6:00 a.m.

14.07 Lead Hand Rates

Lead Hands appointed by Management shall receive a premium of one (\$1.00) dollar per hour. Employees temporarily assigned by Management to fulfill Lead Hand duties shall receive a premium of one (\$1.00) dollar per hour for the hours assigned.

Article 15 - Vacations

15.01 Vacation time off with pay is available to eligible regular full-time employees as follows:

15.02 The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule.

Vacation Earning Schedule:

After one (1) complete year                      ten (10) days

After three (3) complete years	fifteen (15) days
After eight (8) complete years	twenty (20) days
After twelve (12) complete years	twenty (20) days + five (5) days pay without time off at the employee's base rate, payable on the first pay period in December of each calendar year for the eligible employees on staff during said pay period.

- 15.03 The length of eligible service is calculated on the basis of a "benefit year." This is the twelve (12) month period that begins when the employee starts to earn vacation time.
- 15.04 Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. However, before vacation time can be used, a waiting period of three hundred sixty-five (365) calendar days must be completed. After that time, employees can request use of earned vacation time including that accrued during the waiting period.
- 15.05 Paid vacation time can be used in minimum increments of one (1) week based on one full shift basis. To take vacation, employees should request advance approval from their Supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. The Company agrees to allow up to five (5) vacation days of earned vacation to be taken each vacation year one (1) day at a time, contingent on the Company's ability to do so without affecting operation and without additional cost. One day at a time vacation generally must be requested one (1) week in advance. Exceptions may be allowed by the Company on a non-precedent setting basis for extenuating circumstances.
- 15.06 Vacation pay is calculated as a percentage of the gross wages an employee earns during the year of employment. Where the vacation entitlement is two (2) weeks, vacation pay is four (4%) percent of earnings in the entitlement year; where the entitlement is three (3) weeks, the vacation pay is six (6%) percent of earnings; where the entitlement is four (4) weeks, the vacation pay is eight (8%) percent of earnings. The vacation year shall run from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 15.07 Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.
- 15.08 Employees may be required to utilize their vacation during plant shutdown at the Company's discretion.
- 15.09 All employees otherwise entitled to a vacation under the terms of Article 15.01 through Article 15.10 of this Agreement shall be entitled to a full vacation as therein described provided they have actually worked for a minimum of fifteen hundred (1500) hours in their vacation eligibility year. Employees who work or are paid for less than fifteen hundred (1500) hours in their vacation eligibility year shall be entitled to ten (10%) percent of the vacation that they would otherwise have earned for each one hundred fifty (150) hours worked or paid for in said vacation eligibility year.

- 15.10 Through mutual agreement between the Company and an individual employee, the Company may elect to offer a vacation buy back of up to fifty (50%) percent of the employees earned vacation at a rate equal to the value of the vacation time at the time of the buy back offer.

#### Article 16 - Jury Duty

- 16.01 The Employer encourages employees to fulfill their civic responsibilities by serving jury duty when required.
- 16.02 The Employer will make up difference of money received as payment for jury duty and their regular base hourly wage for regular full-time employees covered by this Agreement for a period not to exceed fifteen (15) working days per calendar year, unless the employee using all efforts to be excused is not excused.
- 16.03 Employees must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor may make arrangements to accommodate their absence. If an employee is discharged from court duty by noon, the employee shall return to work and complete the shift. All employees serving on jury duty shall automatically revert to day shift work for the duration of their jury service.
- 16.04 Either the Employer or the employee may request an excuse from jury duty if, in the Employer's judgment, the employee's absence would create serious operational difficulties.

***Should an employee be required to serve on jury duty during the employee's vacation period, they shall be afforded the opportunity to reschedule their vacation.***

- 16.05 The Employer will continue to provide **all** insurance benefits for the full term of the jury duty absence.
- 16.06 Vacation, sick leave, and holiday benefits, will continue to accrue during paid jury duty leave.
- 16.07 No employee will be paid anything other than the employee's regular vacation pay if the employee serves on jury duty during the employee's vacation period.
- 16.08 Subject to all terms and conditions of Article 15 of the Collective Agreement, an employee may at his/her option reschedule vacation times if a previously scheduled vacation conflicts with service on jury duty.

#### Article 17 - Witness Duty

- 17.01 The Employer encourages employees to appear in court for witness duty when subpoenaed to do so.
- 17.02 If employees have been subpoenaed as witnesses by the Employer, they will receive paid time off for the entire period of witness duty.

- 17.03 The Company agrees to pay the difference between straight time wages and payment received for any employee who is subpoenaed as a Crown Witness and who is not a party to the action. Payment will be for hours he/she would have normally have worked during his/her service as a witness and shall not exceed fifteen (15) days per calendar year, unless the employee using all efforts to be excused is not excused.
- 17.04 Vacation, sick leave, and holiday benefits will continue to accrue when an employee is issued a notice to attend (subpoena) as a witness.
- 17.05 The Employer will continue to provide health insurance benefits for the full term of the witness duty absence.
- 17.06 The subpoena should be shown to the employee's Supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

#### Article 18 - Family Leave

- 18.01 Where possible, and/or where required by law, Rahr Malting Canada Ltd. provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption or placement of a foster child, or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider. These leaves of absence are to be without loss of seniority and with accrual of the same.
- 18.02 Employees covered by the Collective Bargaining Agreement, having attained at least six hundred (600) hours of insured work in the last fifty-two (52) weeks, or having attained at least six hundred (600) hours of insured work since the start of his or her last approved family leave claim whichever is shorter, are eligible to request family leave of absence without pay as described in this policy. In addition to the foregoing, in the case of maternity or parental leave, these shall be allowed as required by law, regardless of the number of hours worked, providing that the employee has been employed by the Employer for at least fifty-two (52) consecutive weeks.
- 18.03 As soon as eligible employees become aware of the need for a family leave of absence, they should request a leave from their Supervisor. Requests for family leave will be evaluated based on a number of factors including anticipated workload requirements, staffing considerations and hardship to the Employer operations during the proposed period of absence. Requests that cannot be accommodated may be denied or deferred except where the law requires that the leave be provided.
- 18.04 Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates and the estimated time required.

- 18.05 Eligible employees shall be granted up to the maximum maternity or parental leave available or applicable by law. Any combination of maternity or parental leave may not exceed the fifty (50) week maximum limit as provided by law without consent of the Employer or unless there are health related reasons related to a pregnancy. Should this occur, the Employer may require the employee to supply a doctor's certificate with regard to the commencement and termination of the health-related reasons for absence from work. Subject to the terms, conditions and limitations of applicable law, **all** eligible couples are restricted to a combined total of up to fifty (50) weeks leave within any twelve (12) months period for childbirth, adoption or placement of a foster child.
- 18.06 Subject to the terms, conditions and limitations of the applicable plans, Rahr Malting Canada Ltd. will continue to provide health insurance benefits for a maximum of up to fifteen (15) weeks in any twelve (12) month period for any combination of family leave granted to an employee. All costs for the continuation of any benefits(s) beyond the annual fifteen (15) week maximum, will be the sole responsibility of the employee.
- 18.07 Benefit accruals, such as vacation and holiday benefits, will continue up to a maximum of fifteen (15) weeks in any twelve (12) month period during any family leave granted to an employee. If an employee receives family leave in excess of fifteen (15) weeks in any twelve (12) month period, benefit accruals will be suspended until such time as the employee returns to active employment with Rahr Malting Canada Ltd.
- 18.08 So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide Rahr Malting Canada Ltd. with at least two (2) weeks advance notice of the date the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.
- 18.09 If an employee fails to return to work on the agreed upon return date, Rahr Malting Canada Ltd. will assume that the employee has resigned unless the employee can show that such failure to return was for valid and legitimate reasons.

#### Article 19 - Bereavement Leave

- 19.01 If an employee wishes to take time off due to the death of an immediate family member to make necessary arrangements and attend a funeral, the employee should notify his or her Supervisor immediately.
- 19.02 Up to three (3) days of paid bereavement leave will be provided to eligible regular full-time employees.
- 19.03 Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as overtime bonuses or shift differentials.
- 19.04 The Employer will continue to provide health insurance benefits for the full term of the bereavement leave of absence.
- 19.05 Vacation, sick leave, and holiday benefits, will continue to accrue during the bereavement leave of absence.

- 19.06 Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the Supervisor's approval, use available paid leave for additional time off as necessary.
- 19.07 The Employer defines "immediate family" as the employee's spouse, **legal dependant**, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents, grandchildren **or step relatives**. Special consideration will also be given to any employee whose association with any person is similar to the above relationships.
- 19.08 Employees who have been requested to be pallbearers shall be granted such time off without pay as is reasonable to attend the funeral, however, it is not to exceed one (1) day.

#### Article 20 - Union Leave of Absence

- 20.01 Upon written application by the Union Executive, the Employer agrees to grant an educational leave of absence without loss of regular pay, to a maximum of four (4) normal working days per contract year, to one (1) member of the Union Local chosen by the Union Executive. Such educational leave will be so arranged between the Union and the Company, so as to minimize disruption of the Company's operations. Only one (1) Union member may be away on approved Union education leave of absence at any time. Such education leave of absence shall not in any contract year exceed ten (10) normal working days in total for the bargaining unit. At the sole discretion of Management, an exception may be made to allow two (2) members to be absent at the same time. The Company will maintain the employee on payroll and bill the Union for hours of absence as per current practice.
- 20.02 Upon written request by the Union Executive, the Employer will consider a leave of absence without pay to a maximum of ten (10) normal working days per contract year for Union purposes provided ten (10) working days notice, where possible, is given. The seniority of employees taking such approved Union leave will not be affected. Only one (1) Union member may be away on approved Union leave of absence at any time. Such leave of absence shall not in any contract year, exceed ten (10) normal working days in total for the bargaining unit. At the sole discretion of Management, an exception may be made to allow two (2) members to be absent at the same time. The Company will maintain the employee on payroll and bill the Union for hours of absence as per current practice.
- 20.03 The Employer will continue to provide health insurance benefits for the full term of the Union leave of absence.
- 20.04 Vacation, sick leave, and holiday benefits, will continue to accrue during the Union leave of absence.

#### Article 21 - Union Representative Visit

- 21.01 An authorized representative or executive officer of the Union shall be permitted after notifying Management to talk with an employee regarding Union matters. Whenever possible, such meetings will be conducted during the hours of 6:00

a.m. and 8:00 p.m., Monday through Friday. The interview of such employee by the Union Representative shall be carried on in a place provided for and designated by the Company. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall, over a one (1) calendar year period, average no more than fifteen (15) minutes per employee per month, however, if additional time is deemed necessary, a request for an extension of time may be made to Management and the Management will not unreasonably deny such a request for an extension.

#### Article 22 - Union Bulletin Board

- 22.01 A bulletin board will be provided for by the Union and be placed in the lunch room or another mutually agreed upon location and be designated for Union notices only. All notices must be signed by a member of Management prior to posting.

#### Article 23 – ***New Employee Orientation***

- 23.01 ***The Employer agrees to allow the Union up to a fifteen (15) minute presentation that will be included in all new employee orientations. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them. The presentation will be delivered electronically by the Employer for the Union (DVD/VHS) or by way of a handout that is supplied by the Union. The Company reserves the right to review and approve any changes to the current presentation.***

#### Article 24 - Health and Safety

- 24.01 The Company shall institute and maintain all reasonable precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of unhealthy and unsafe working conditions and practices. All employees shall adhere to all safe work practices. Wearing of approved safety footwear and hard hats is mandatory, as specified in the safety manual, as is other safety equipment outlined in Article 10 of the current Contract.
- 24.02 All injuries sustained during work hours, no matter how trivial, must be reported to the Supervisor or Lead Hand before completion of the shift. The employee must record the incident in the "First Aid Treatment and Injury Record Book".
- 24.03 Employees who are unable to report to work due to illness or injury should notify their direct Supervisor before the scheduled start of their workday. The direct Supervisor must also be contacted on each additional day of absence or less frequently with the prior approval of the Employer.
- 24.04 A physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other Short Term Disability absences as well and may be required as a condition to receiving Short Term Disability benefits.

- 24.05 The Union and Company agree to maintain the existing Health and Safety Committees for the duration of this Agreement and minutes of the meetings will be made available.
- 24.06 ***All employees on the Health and Safety Committee shall receive orientation from Management in health and safety matters.***

Article 25 - Insurance, Health and Pension Benefits

- 25.01 A summary of the Health and Welfare Plans, as provided and paid for by the Company, is set out below. These plans are governed by the policies issued by the insurance companies concerned, the provisions of the Pension Plan, and the rulings of the appropriate government authority. The Company reserves the right to change Insurance carriers, policies and/or coverage and if this is done, will maintain **as a minimum, the same** level of coverage.
- 25.02 Alberta Health Care Insurance Plan.
- 25.03 Weekly Indemnity Plan (66 2/3% of basic weekly wage, to a maximum of \$900). Coverage is as defined under the terms of the plan.
- 25.04 Long Term Disability (60% of basic monthly earnings, to a maximum of \$2,000). Coverage is as defined under the terms of the plan.
- 25.05 Extended Health and Benefit Drug Plan. The plan will cover eighty (80%) percent of drugs subject to the terms and conditions of the plan.
- 25.06 Dental Plan - The Basic Dental Plan is currently defined as the "Mutual Group" Plan. Claims will be paid per current fee schedules – eighty (80%) percent basic, major restorative fifty (50%) percent, subject to the terms and conditions of the plan.
- 25.07 Group Life Insurance - Effective after three (3) months - Subject to the terms and conditions of the plan.
- 25.08 Before Retirement: Term Life – one (1X) times annual basic wage.
- 25.09 Pension Plan - Contributory RRSP Program at five (5%) percent of base wage subject to the terms and conditions of the plan.
- 25.10 Vision Care Plan - Per terms and conditions of the Plan – one hundred fifty (\$150.00) dollars every two (2) years for adults and dependent children for eyeglasses and contact lenses.
- 25.11 Per terms and conditions of the Plan Death Benefit: ten thousand (\$10,000.00) dollars for a spouse and five thousand (\$5,000.00) dollars for each child.

## Article 26 - Grievance and Arbitration

- 26.01 All differences between the Employer, the Union and/or the employees who are subject to this Collective Agreement relating to the term of this Agreement or to the interpretation, application, administration or alleged contravention thereof, or to any alleged violations shall be settled and disposed of exclusively in the manner herein provided:
- 26.02 Grievances submitted by or on behalf of employees must be submitted promptly and they must be submitted by the employee to his/her immediate Supervisor within **five (5) days** of the event grieved. Failing settlement with the Supervisor, the grievance must be submitted in writing for settlement by a representative of the Union to a representative of the Employer, who shall meet within two (2) weeks and endeavor to settle the matter.
- 26.03 Any grievance not submitted in writing to the Employer within ten (10) days from the date of the alleged violation shall be deemed waived and forfeited for all purposes. Should the parties be unable to reach a mutually satisfactory agreement within two (2) weeks, either party desiring arbitration shall notify the other party, in writing, within fourteen (14) days thereafter, whereupon the matter shall be submitted to an arbitrator, who shall be a disinterested person, and who shall be mutually selected by the Employer and the Union. In the event that an Agreement as to who should arbitrate the difference cannot be reached, either party may apply to the appropriate Minister of Labour for a list of seven (7) prospective arbitrators to be forwarded to each of the parties. Upon receiving the list, the parties shall strike names, first by the party requesting arbitration then alternately until only one (1) name remains. The remaining Arbitrator shall hear and arbitrate the case. The arbitrator shall render a decision **as soon as possible** following his or her appointment, and the decision shall be final and binding upon both parties only insofar as the decision relates directly to the items enumerated in the original complaint.
- 26.04 Time limits referred to in this article may be extended by mutual agreement and must be specified in writing.
- 26.05 The arbitrator shall not have the right or power, to add to, take away, amend, modify, change or disregard any of the provisions of this Agreement, and he/she may consider and decide only the particular grievance presented.
- 26.06 The expense and fee of the arbitrator shall be borne equally by the Company and the Union.
- 26.07 A grievance may not be submitted to arbitration unless the demand for arbitration shall be made by the party demanding same in writing to the other party within forty-five (45) days after the occurrence which gave rise to the grievance.

## Article 27 - No Strike - No Lockout - No Limitation of Production

- 27.01 During the term of this Agreement or extension thereof, there shall be no strikes by the Union or the employees, or lockouts by the Company. For the purpose of this Agreement a strike is defined as any intentional slowdown in or interference with the rate of production, interruption of production or suspension of work, or

any work stoppage. It is further agreed that the Union and its members, individually and collectively, will not honor picket lines, unlawful or other otherwise, on or by Employer's premises.

27.02 In the event that a breach of this no-strike clause occurs, the officers of the Local Union will promptly make earnest efforts to bring about a prompt termination of the strike and will continue such efforts until the employees return to work. If the officers of the Local Union make every possible effort, the Local Union shall not be responsible in damages for the strike.

27.03 Any employee during the term of this Collective Agreement or extension thereof who participates in, advances, or leads a strike shall be subject to disciplinary action up to and including discharge and the penalty imposed by the Company shall not be subject to review in the grievance and arbitration procedure except for the purpose of determining whether the grievant actually participated in the strike. There shall be no limitation of production of any of the employees nor shall output of any machinery be restricted. Adequate help shall be provided. There shall be no abuse of this condition on the part of either side.

#### Article 28 - Prior Agreements

28.01 This Agreement shall supersede, except as otherwise expressly provided herein, any prior understandings and past practices, whether oral or written, made between any parties with respect to employees covered by this Agreement.

#### Article 29 - Duration - Termination

29.01 This Collective Agreement shall be in full force and effect from **June 1<sup>st</sup>, 2008**, to **May 31<sup>st</sup>, 2011**, and cancels and replaces all previous contracts and agreements.

29.02 Between sixty (60) and one hundred twenty (120) days prior to **May 31<sup>st</sup>, 2011**, or the May 31<sup>st</sup> in any renewal terms created by operation of Article 29.04, either party to this Collective Agreement may serve on the other party, notice in writing to commence collective bargaining for the purpose of entering into a new Collective Agreement.

29.03 When notice to commence collective bargaining has been served pursuant to Article 29.02, the Collective Agreement shall be deemed to continue to apply to the parties, notwithstanding any termination date in the Agreement, until a new Collective Agreement is concluded or a strike or lockout commences.

29.04 If no notice in writing is served in accordance with Article 29.02, the Collective Agreement will be automatically renewed for a further one (1) year term. The provisions in Articles 29.02, 29.03 and 29.04 will apply to any further renewal term or terms, such that the Collective Agreement will continue to be renewed for further one (1) year terms if no notice to bargain is given in accordance with Article 29.02.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2009**, in the Village of Alix, AB.

Rahr Malting Canada Ltd.:

United Food & Commercial  
Workers Canada, Local 401:

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**Company Committee**

**Bargaining Committee:**

***Robert Micheletti  
Richard W. Joy IV  
Michael Mayne***

***Raymond Clark  
Rod Mielnichuk  
Toby Sobuliak  
Al Olinek***

***This Agreement was ratified on September 4<sup>th</sup> 2008.***

### Letter of Understanding #1 - Establishing Work Classifications

When the Company wishes to establish new classifications and wages or significantly modify job content for purposes of improving efficiency of operations, the Company will notify the Union in advance of its intention to conduct such adjustments.

Upon request from the Union, the parties will meet and confer prior to implementations thereby giving the Union opportunity to familiarize itself with the adjustments.

### Letter of Understanding #2 - Apprenticeship Program - May 29<sup>th</sup>, 1998

In the event that during the term of the current Collective Agreement, the Company determines a need to establish an Apprenticeship Program, the Company agrees to meet with representatives of Local 401 to discuss the terms and conditions under which such a program could be implemented.

### Letter of Understanding #3 - Educational Assistance/Business Travel Policy

Rahr Malting Canada Ltd. recognizes that the skills and knowledge of its employees are critical to the success of the organization.

The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within Rahr Malting Canada Ltd.

Rahr Malting Canada Ltd. will offer the opportunity to apply for educational assistance to all employees who have completed one (1) calendar year of service in an eligible employment classification. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily, in the opinion of Management, through completion of each course. Regular full-time employees are eligible for educational assistance. Temporary, summer temporary, part-time and/or casual employees are not eligible to participate in this program.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. Rahr Malting Canada Ltd. has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact their immediate Supervisor for more information or questions about the application process for educational assistance. Final authorization for participation in this program will be determined by the Company President or his/her designate. Reimbursement will only be provided for tuition directly related to an approved course after confirmation of successful course completion. Employees approved to participate in this program shall do so on their own time. A participant's time spent in the classroom, independent study, travel or expenses, for books, tools, course materials and any other similar related costs will be the sole responsibility of the participant and will not be eligible for reimbursement.

While educational assistance is expected to enhance employees' performance and professional abilities, Rahr Malting Canada Ltd. cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases. Rahr Malting Canada Ltd. reserves the right to revise, modify or discontinue this policy at the sole discretion of the Company.

### Employer Required Training

Time involved in actual class attendance for Company required training scheduled in place of the employees' regularly scheduled work day will be paid at the employees' regular straight time daily rate for each full day of classroom attendance. If off site training on a regularly scheduled work day is completed by noon and travel time back to the plant site is less than one hundred (100 km) kilometres, the employee shall be required to return to the site to complete their regularly scheduled shift.

Time involved in actual classroom attendance for Company required training that is continuous with an employee's normally scheduled workday shift will be treated as time worked for the purposes of computing pay.

Persons involved in full day training sessions will revert to day shift for the purposes of computing pay for each day in training. Employees will be provided the option of a combination of working and training hours up to a maximum of their normally scheduled work week.

When the Employer requires attendance for on site or local training on an employee's scheduled day off, actual time spent in training sessions shall be treated as time worked for purposes of computing pay.

### Business Travel

Rahr Malting Canada Ltd. will reimburse employees for reasonable business travel expenses incurred while on assignments for the Company away from the normal work location. All business travel must be approved in advance by the immediate Supervisor.

Employees whose travel plans have been approved should make all travel arrangements through Rahr Malting Canada Ltd's designated travel agency.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Rahr Malting Canada Ltd. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- \* Airfare or train fare for travel in coach or economy class or the lowest available fare.
- \* Car rental fees, only for compact or mid-sized economy cars.
- \* Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- \* Taxi fares, only when there is no less expensive alternative.
- \* Mileage costs for use of personal cars, only when less expensive transportation is not available.
- \* Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- \* Reasonable cost of meals, no more lavish than would be eaten at the employee's own expense.
- \* Tips not exceeding fifteen (15%) percent of the total cost of a meal or ten (10%) percent of a taxi fare.

- \* Charges for telephone calls, fax, and similar services required for business purposes.
- \* Reasonable charges for one (1) personal telephone call each day.
- \* Charges for laundry and valet services, only on trips of five (5) or more days. (Personal entertainment and personal care items are not reimbursed.)

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate Supervisor. Vehicles owned, leased, or rented by Rahr Malting Canada Ltd. may not be used for personal use without prior approval.

Additional expenses arising from non-business related activities or travel are the responsibility of the employee.

When travel is completed, employees should submit completed travel expense reports within thirty (30) days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their Supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

#### Letter of Understanding #4

The Employer will offer employees a rotation schedule when the Employer requires employees to work on Christmas and Boxing Day, which will provide, where possible, that an employee will not be required to work two (2) consecutive Christmas or Boxing Day holidays so long as all shifts are adequately covered with a qualified staff in the opinion of Management and no additional costs for staffing these shifts are incurred by the Company.

Shift Pattern Options

APPENDIX A

OPERATOR I

12 hour Shifts

Option 1

<u>Operator</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>
1	off	day	day	off	off	day	day
2	off	day	day	off	off	day	day
3	day	off	off	off	night	night	night
4	day	off	off	off	night	night	night
5	off	off	off	day	day	off	off
6	off	off	off	day	day	off	off
7	night	night	night	night	off	off	off
8	night	night	night	night	off	off	off

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2009**, in the Village of Alix, AB.

Rahr Malting Canada Ltd.:

United Food & Commercial  
Workers Canada, Local 401:

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**Company Committee**

**Robert Micheletti  
Richard W. Joy IV  
Michael Mayne**

**Bargaining Committee:**

**Raymond Clark  
Rod Mielnichuk  
Toby Sobuliak  
Al Olinek**

***This Agreement was ratified on September 4<sup>th</sup> 2008.***