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| No. OF EMPLOYEES | 104 | |
| NOMBRE D'EMPLOYÉS | li | |

AGREEMENT

, BETWEEN

NORTHERN ALBERTA DAIRY POOL LIMITED

(COUNTRY BRANCHES)

AND

THE ALBERTA BROTHERHOOD OF
DAIRY EMPLOYEES AND DRIVER SALESMEN

(EDMONTON)

00440 (04)

AGREEMENT

BETWEEN :

NORTHERN ALBERTA DAIRY POOL LIMITED

BARRHEAD - BONNEVILLE - CAMROSE - EVANSBURG -
ST. PAUL - VEGREVILLE - WETASKIWIN (ALBERTA)

(hereinafter called "THE COMPANY")

AND :

THE EMPLOYEES OF THE COMPANY WHO ARE MEMBERS OF

THE ALBERTA BROTHERHOOD OF DAIRY EMPLOYEES
AND DRIVER SALESMEN, at EDMONTON, ALBERTA

(Hereinafter called "THE UNION")

I N D E X

ARTICLES OF AGREEMENT

NORTHERN ALBERTA DAIRY POOL LIMITED
(COUNTRY BRANCHES)

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ARTICLE NO. 1 - PURPOSES AND PROVISIONS

1.01 It is the intent and purpose of this Agreement that the Company and the Union co-operate to obtain efficient and unrestricted production of Dairy Products to maintain a harmonious relationship between the Company and its Employees and to provide a method of settling in an amicable manner any difference or grievance which may from time to time arise, and to set forth certain conditions of employment to be observed between the parties hereto.

1.02 The Company recognizes the Union as the bargaining agent for the Employees of the Company, employed in the Dairy Industry operated by the Company at the aforementioned Country Branches, excluding such Employees as Office Workers, Department Foremen and Temporary Help. The Company shall not enter into any Agreement with any Employee or Employees herein referred to as being included in this Agreement which in any way conflicts with the provisions hereof.

ARTICLE NO. 2 - MAINTENANCE OF MEMBERSHIP

2.01 The Company agrees that a Check-Off be compulsory upon all Employees who care within the unit to which the Agreement applies. It shall continue during the period of the Contract. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its Constitutions, for General Union Purposes. It shall not extend to a special assessment or to an increment in an assessment which relates to Special Union Benefits such as Union Insurance, in which the Non-Union Member Employee as such would not participate or the benefit of which he would not enjoy. This shall be done within thirty (30) days of date of employment. Temporary Help will be excluded from April 1st to September 30th inclusive.

2.02 Temporary or **Summer** Relief Help who are to remain employed or those who are to be terminated, will be advised not later than the **1st** pay period in September, of each year, and all adjustments, including Union Sign Up, will be made by the following pay period. No **Summer** Help will **commence** work prior to April **1st** of each year, nor shall they work after September **30th** of each year.

ARTICLE NO. 3 - SHOP STEWARDS

3.01 The Employer **recognizes** the right of the Union to designate a Shop Steward or Shop Stewards to represent the Union and/or the **Employees** on a day-today basis. The Union agrees to keep the **Employer** advised regarding the personnel so designated as a Shop Steward and furthermore it is mutually agreed that persons so designated shall be allowed reasonable time and opportunity by the Employer to perform their functions in accordance with this clause.

An appropriate Bulletin Board shall be provided by the Employer upon which the Union may place notices in regard to meetings, social gatherings and all other matters pertaining to legitimate Union Business.

ARTICLE NO. 4 - GRIEVANCES

4.01 Any complaint, disagreement, or difference of opinion, between the **Company** and the Union, or any Union **Employee**, covered by this agreement, which concerns the interpretation and/or application of any of the provisions of this Agreement, shall **be** considered a grievance. Any grievance which is not presented in writing within fourteen (**14**) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. The procedure for **adjustment** of disputes or grievance shall be as follows:

4.02 By discussion between the Employee and his immediate superior. If a satisfactory settlement cannot be reached:

4.03 Then the immediate superior shall give his decision within three (3) days to the Shop Steward, and if agreement is not reached;

4.04 Then the Union Representative or Representatives shall submit the grievance in writing, which shall clearly set forth the issues and contentions of the aggrieved parties to the Company Official designated by the Company to handle such matters. If a satisfactory settlement is not reached through this step, the matter shall be referred to a sole arbitrator;

4.05 Upon request by either party, the grievance shall be referred to a sole arbitrator, as provided in the Labour Act of the Province of Alberta.

The parties agree to share, equally, the expense of the Arbitrator.

ARTICLE NO. 5 - UNION SECURITY AND WORKING CONDITIONS

5.01 Any person who is not a member of the Union shall not work at occupations which come under the Union's jurisdiction, except in cases of emergency and then only until a member of the Union can be placed on the job. Where this provision operates against the efficiency of the Plant, the Union undertakes to consider exemption in any particular case put before it. This does not pertain to positions occupied by Temporary Summer Relief Help.

(COUNTRY BRANCHES)

5.02 The Union's jurisdiction shall be deemed to include the processing and manufacture of Dairy Products or such other products as the Company may from time to time process or manufacture, as currently carried out by Union **Employees**.

5.03 There will be no strikes, walkouts, slowdowns, or other cessation of work by **Employees**, and no lockouts by the **Employer**, during the period of this Agreement, and all grievances or other differences shall be settled by the grievance procedure set out in the Grievance Clause in the Agreement. (ARTICLE NO. 4

No Union Employee will be required to cross a lawfully established picket line.

ARTICLE NO. 6 - SENIORITY

6.01 A list showing the seniority and length of service of all **Employees** shall be posted in a conspicuous place on the job. Any controversy over the seniority standing of an **Employee** shall be referred to the Company and the Union for settlement.

6.02 In determining promotions and layoffs, seniority in service shall prevail, other considerations such as merit and ability being equal. The **Company** shall, in its discretion, assess relative merit and ability of **Employees** affected and shall advise the Shop Stewards of the list of promotions or layoffs. Present **Employees** shall be given first consideration for any vacancy which occurs within the Company.

6.03 When the position of Truck Driver, or Plant Help is available, or about to become so, the fact of the pending vacancy shall be posted in a **prominent** place and applications for the position shall be considered from all Union Members, within the Branch, before hiring outside help.

(COUNTRY BRANCHES)

6.03 (cont.)

A pending vacancy should be posted for three (3) working days. If a **member** is successful in bidding on a posted vacancy, then his position shall also be posted, then no further postings. A member shall be notified within twenty-four (24) hours after the third (**3rd**) day of posting whether he has the new position or not. Any Employee who bids on a posted vacancy and is successful, shall not bid on any other vacancies for a period of one (1) year.

6.04 The **Company** agrees to hire, on a seniority basis, as set out in this **Agreement**, **Employees** who have been laid off for a period not exceeding six (6) consecutive months, provided the **Employee**, in the opinion of the **Company**, is capable of performing the duties required in the job available.

ARTICLE NO. 7 - DISMISSAL

7.01 All **Employees** shall receive at least one warning notice before being discharged except in the cases of drunkenness, failure to carry out assigned work, or drinking alcoholic beverages while on duty, dishonesty or absence without leave, which shall be reason for dismissal without notice. Warning and dismissal notices shall be given in writing. One copy to **member** and one copy to the Union.

7.02 The **Employees** have the right to request their Shop Steward or Union Representative be present when an **employee** is being disciplined or given a written warning notice.

ARTICLE NO. 8 - LOSS AND DAMAGE

8.01 Employees shall not be charged for loss or damage unless clear proof of negligence is shown, and no Employee shall be charged any more than three hundred dollars (**\$300.00**) for any one accident. Any member brought up on a charge should be allowed to sit in on any meeting that has anything to do with his accident.

ARTICLE NO. 9 - UNAUTHORIZED PERSONS AND TRUCKS

9.01 No **unauthorized** persons shall be allowed to ride in any vehicle owned by the **Company**, or serve customers. Violation of this Article shall be reason for dismissal without notice.

No **unauthorized** person should enter or visit the plant in the **company** of a Union (employee) member without obtaining permission **from** the Plant Manager in advance.

9.02 No driver shall be required to take out **any truck** nor will he do **so**, if **safety features required by Law** are not operating properly.

ARTICLE NO. 10 - MANAGEMENT

10.01 The Company shall have the exclusive right and power to manage and control the business, provide and post **work** rules and regulations, to be observed by the **Employee**, to alter such rules and regulations as required from time to time, to direct the working forces, including the right to hire, suspend, discharge for just cause, layoffs, promote, assign to jobs, transfer **Employees** from department to department, to decrease or increase the working forces, to determine the products to be handled, and nothing in this Agreement shall be intended or is to be construed in any way to interfere with the recognized right of the Company to manage and control the business. Nothing in this clause, however, shall be used to discriminate against any **Employee** or Union Members, nor shall it be used for the purpose of avoiding the effect of specific provisions of this Agreement.

ARTICLE NO. 11 - LEAVE OF ABSENCE

11.01 Any **Employee** desiring Leave of Absence from his job must secure consent from the **Employer**, then report same to the Union. Failure to comply with the provision shall result in complete loss of Seniority Rights of Employee involved. Inability to **work** because of proven sickness or injury shall not result in loss of Seniority Rights.

11.02 The Company agrees to grant time off, without discrimination and without pay, to any one **Employee** who is a member of the Union and who has been designated by the Union to attend a **Labour** Convention or serve in any capacity on other Union Business, provided in each case the **Company's** consent has been given, after seven (7) days notice has been served on the Company by the Union, and provided further, that such absence shall not exceed thirty (30) days and shall **be** predicated on the **understanding that the absence of such individual at the stated** time proposed will not materially interfere with the operation of the department in which the said **Employee** is engaged.

11.03 Employees called upon to perform Jury Duty or **Subpoenaed** as a Witness, shall not suffer any loss of normal wages thereby, subject to the following conditions:

(i) **Employees** shall return to work within a reasonable period of time after Jury Duty is finished. They shall not **be** required to report for work if less than two (2) hours of their **normal** shift remains to be worked.

(ii) Employees shall furnish the **Company** with such statements of earnings **from** the Courts and turn all monies over to the **Company**.

ARTICLE NO. 12 - STATUTORY HOLIDAYS

12.01 **Employees** currently on payroll shall be entitled to the following Statutory Holidays: New Year's Day, Good Friday, Victoria Day, **Dominion** Day, Civic Holiday, Labour Day, Thanksgiving Day, **Remembrance** Day, Christmas Day, Boxing Day.

12.02 In case of an Employee's regular day off falling on a Statutory Holiday, he shall either be paid an additional day's pay at his regular rate for such day or given another day off, to be mutually agreed upon within thirty (30) days, otherwise the Company has the right to determine the date.

12.03 Employees who are required to work on a Statutory Holiday shall receive a day and one half in lieu thereof, the dates to be mutually agreed upon or be paid at the rate of one and one half (1 1/2) the regular rate of pay for all hours worked on that day, in addition to his regular basic wage for that day. It is agreed that any days off coming to an Employee shall either be paid for or given time off by the end of each calendar year.

ARTICLE NO. 13 - VACATIONS

13.01 Holidays shall be granted to Employees on payroll as follows:

2 weeks after 1 year continuous service, this to date from date of employment.

3 weeks after 4 years continuous service, this to date from date of employment.

4 weeks after 11 years continuous service, this to date from date of employment.

In addition to the *above*, all Employees shall receive one half day (1/2) of paid holiday for each year of service, commencing with the twelfth (12) year.

13.02 Each Employee shall take his vacation during the year in which he is entitled to it.

13.03 Vacation pay will be based on the regular pay rate.

13.04 Seniority shall prevail in determining holidays, with the Senior Employee having first choice of time in each department as near as possible. A holiday schedule shall be drawn up and posted by February 1st of each year and completed by April 15th of each year. Failure to comply is loss of seniority rights for holidays for that year.

13.05 Holiday season to start January 1st and continue through until December 31st. Employees entitled to more than two (2) weeks holidays, if desired to be taken in one continuous period, the dates must be mutually agreed upon.

ARTICLE NO. 14 - LOYALTY TO THE COMPANY

14.01 The Employee must be loyal to the Company, do everything within reason to promote the reputation and welfare of the Company and themselves, and to keep the operating expenses to a minimum.

ARTICLE NO. 15 - SICK LEAVE

15.01 After an employee is in the service of the Company one (1) full year, he will be entitled to one (1) work week per year for sickness and non-compensable accident with full pay, when proof of disability is supplied. Unused days may be accumulated to a maximum of three (3) work weeks. For any one (1) illness, Employees shall use only the required number of days from their sick bank before qualifying for other benefits.

ARTICLE NO. 16 - HOURS OF WORK

16.01 The working hours of all employees covered by this Agreement shall be:

| | |
|--------------------------------------|----------------------------|
| EIGHT (8) HOURS PER DAY, | TEN (10) HOURS PER DAY, |
| FORTY (40) HOURS PER WEEK, <u>OR</u> | FORTY (40) HOURS PER WEEK, |
| FIVE (5) DAYS PER WEEK. | FOUR (4) DAYS PER WEEK. |

16.02 Any Employee who starts a shift between 1:00 P.M. and 4:00 A.M. shall receive forty-five (45) cents per hour extra for all hours worked during that shift.

16.03 Overtime at the rate of one and one half (1 1/2) times the regular rate shall be paid when the above daily limit or weekly limit is exceeded, or be given the equivalent in time off, to be mutually agreed upon, within thirty (30) days, otherwise the Company has the right to determine the date.

16.04 Tanker Drivers (outside the corporate boundaries of Edmonton), regular hours of work shall be eighty (80) hours every two (2) week period, eight (8) hours per day or eighty-eight (88) hours every two (2) week period, ten (10) hours per day, depending on the requirements of the routes. All hours worked in excess of the above shall be considered overtime and shall be paid for at one and one half (1 1/2) times the regular rate of pay.

16.05 MEAL ALLOWANCE: All Union Employees required to work in excess of twelve (12) hours per day shall be provided a Meal Allowance up to five dollars (\$5.00) provided receipt is supplied.

ARTICLES NO. 17 - QUALIFIED WORKER - CLASSIFICATIONS

17.01 A Qualified Worker is one whose job requires special knowledge and responsibility. One who has the ability to regularly perform the job without instructions or assistance.

One who is a holder of a Government License (where required).

SPECIAL SKILLED HELP

Performs special duties.

SKILLED HELP

Department Head or Key Department Personnel who is a qualified worker.

SEMI-SKILLED HELP

A qualified worker.

CLASSIFICATIONS

17.02 All Employees assigned to a higher rate of classification for more than one (1) day shall **receive** the higher rate of pay for time assigned to such job.

17.03 Employee Classifications will be **reviewed** April 1st and October 1st of each year by the Plant **Manager, Department** Head and Shop Steward.

17.04 Any Employee who commences or re-commences employment with the Company during the time this Agreement remains in force, and who previously performed the same work, or substantially the same work (regardless of classification) in the Dairy Processing Industry, shall, for the purpose of his wage rate herein, be granted credit for his previous **experience** after he completes thirty (30) days of **employment with the Company,** provided that:

17.04 (cont.)

(1) He worked for the previous Employer or the Company for at least one (1) year performing the same or substantially the same work; and

(2) There has not been a break service of more than twelve (12) months between the time of termination from his previous employment with the Company or other Employer in the Dairy Processing Industry, and the time he commences or re-commences work with the Company under this Agreement.

ARTICLE NO. 18 - WAGES

| <u>18.01 CLASSIFICATIONS</u> | <u>BASIC WAGE</u> <u>MAY 1, 1988</u> | <u>BASIC WAGE</u> <u>MAY 1, 1989</u> | <u>BASIC WAGE</u> <u>MAY 1, 1990</u> |
|----------------------------------|---|---|---|
| <u>SPECIAL SKILLED (CAMROSE)</u> | \$14.64 | \$14.93 | \$15.45 |
| (BARRHEAD) | \$14.44 | \$14.73 | \$15.25 |
| <u>SKILLED HELP</u> | \$13.94 | \$14.22 | \$14.72 |
| <u>SEMI-SKILLED</u> | \$13.42 | \$13.69 | \$14.17 |
| <u>GENERAL PLANT</u> | | | |
| i st 12 Months | \$12.12 | \$12.36 | \$12.79 |
| 2nd 12 Months | \$12.48 | \$12.73 | \$13.18 |
| After 24 Months | \$12.85 | \$13.11 | \$13.57 |
| <u>TANKER DRIVERS</u> | | | |
| <u>(88 HRS. - 2 WEEKS)</u> | | | |
| 1st 12 Months | \$12.70 | \$12.95 | \$13.40 |
| 2nd 12 Months | \$13.03 | \$13.29 | \$13.76 |
| After 24 Months | \$13.37 | \$13.64 | \$14.12 |
| <u>GENERAL TRUCK</u> | | | |
| 1 st 12 Months | \$12.69 | \$12.94 | \$13.39 |
| 2nd 12 Months | \$13.05 | \$13.31 | \$13.78 |
| After 24 Months | \$13.42 | \$13.69 | \$14.17 |
| <u>TRACTOR TRAILER DRIVERS</u> | | | |
| 1st 12 Months | \$13.21 | \$13.47 | \$13.94 |
| 2nd 12 Months | \$13.58 | \$13.85 | \$14.33 |
| After 24Months | \$13.94 | \$14.22 | \$14.72 |

ARTICLE NO. 19 - MISCELLANEOUS

19.01 The use of the masculine gender shall be considered to include the feminine gender.

19.02 Uniforms are to be paid for on a fifty-fifty (50-50) cost basis and four (4) shirts per year shall be allowed each person required to wear uniforms, on a fifty-fifty (~~50-50~~) cost basis.

19.03 DENTAL PLAN to be one thousand dollars (\$1,000.00) for each member of the family. Major treatment to ~~be~~ **be** fifty per cent (50%). Dental rates to be ~~updated~~ each year.

19.04 Any offence recorded on a Member's record shall be ~~taken~~ off after ~~two~~ (2) years providing the same offence has not taken place during the twenty-four months ~~from~~ the time the first offence was recorded. ~~To~~ be reviewed by the Union and the ~~Company~~ on a yearly basis.

ARTICLE NO. 20 - PERIOD OF AGREEMENT

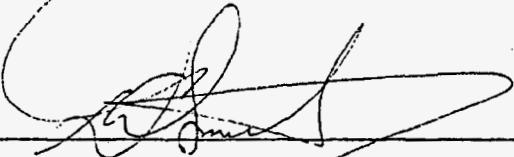
20.01 This Agreement shall ~~come~~ into force on the date of signing and shall remain in force until the 30th day of April, 1991, or as here and after provided.

If notice to negotiate has been given by either **party, the Agreement** shall remain in full force and effect during any period of negotiation, even though such negotiation may extend beyond the said Anniversary Date, until fourteen (14) days after the date upon which a vote is held under the provisions of the Labour Relations Act, on the acceptance or rejection of an award of Mediation Services and to further continue thereafter until discontinued in writing by either party.

20.01 Should either party wish to change, add to, amend or terminate this Agreement, not less than thirty (30) days notice, nor more than sixty (60) days notice prior to the Anniversary Date, shall be given in writing to the other party, such writing to be given by Registered Mail.


Signed at Edmonton, Alberta November 17, 1991

NORTHERN ALBERTA DAIRY POOL LIMITED



D. A. SMITH - GENERAL MANAGER

ALBERTA BROTHERHOOD OF DAIRY
EMPLOYEES AND DRIVER SALESMEN



GORDON ORRELL - SECRETARY/TREASURER

BUSINESS AGENT



NORTHERN ALBERTA DAIRY POOL LTD.

HEAD OFFICE: 16110-116 Avenue
MAILING ADDRESS: BOX 367, EDMONTON, ALBERTA T5J 2J8
Telephone: 451-3890 Area Code 403

November 17, 1988

BRANCHES
AT:

LETTER OF INTENT

- BARRHEAD
BASHAW
BONNYVILLE
CAMROSE
DAWSON CREEK, B.C.
EVANSBURG
FORT ST. JOHN, B.C.
GRANDE PRAIRIE

BETWEEN: NORTHERN ALBERTA DAIRY POOL LIMITED (COUNTRY BRANCHES)
at Edmonton, Alberta,
(Hereinafter called "THE COMPANY")
AND: THE ALBERTA BROTHERHOOD OF DAIRY EMPLOYEES AND DRIVER
SALESMEN
at Edmonton, Alberta
(Hereinafter called "THE UNION")

BEREAVEMENT LEAVE

- PEACE RIVER
ST. PAUL
VEGREVILLE
VIKING
WETASKIWIN

It is agreed that the Company will consider the issuance of paid Leave of Absence on compassionate grounds when Bereavement of an immediate member of the family of any union Employee occurs. Such Leave of Absence may be influenced by factors the Company considers relevant and the date and duration of such leave will be at the discretion of the Company.

Any Union Employee who requests Bereavement Leave and fails to be granted same has the right to have his case reviewed immediately by the General Manager.

- SALES
DEPOTS
EDSON
FORT McMURRAY
HINTON
JASPER
VERMILION
WAINWRIGHT
WESTLOCK

Signed:
NORTHERN ALBERTA DAIRY POOL

Signed:
THE ALBERTA BROTHERHOOD OF DAIRY
EMPLOYEES AND DRIVER SALESMEN

D. A. SMITH, GENERAL MANAGER

Gordon Orrell signature
GORDON ORRELL, SECRETARY/TREASURER
BUSINESS AGENT



NORTHERN ALBERTA DAIRY POOL LTD.

HEAD OFFICE: 16110 - 116 Avenue
MAILING ADDRESS: BOX 367, EDMONTON, ALBERTA T5J 2J8
Telephone: 451-3890 Area Code 403

November 17, 1988

BRANCHES
AT:

LETTER OF UNDERSTANDING

- BARRHEAD
- BASHAW
- BONNYVILLE
- CAMROSE
- DAWSON CREEK, B.C.
- EVANSBURG
- FORT ST. JOHN, B.C.
- GRANDE PRAIRIE
- PEACE RIVER
- ST. PAUL
- VEGREVILLE
- VIKING
- WETASKIWIN

BETWEEN: NORTHERN ALBERTA DAIRY POOL LIMITED
(COUNTRY BRANCHES)
at Edmonton, Alberta
(Hereinafter called "THE COMPANY")

AND: THE ALBERTA BROTHERHOOD OF DAIRY EMPLOYEES AND DRIVER
SALESMEN
at Edmonton, Alberta
(hereinafter called "THE UNION")

PUP TRAILERS

In the event that the ~~Company~~ decides to purchase Pup Trailers for their Units, any driver ~~so~~ required to operate these Units shall receive a basic increase in wages of forty-two (42) cents per hour over their present listed basic wage, ~~in the Contract,~~ and any overtime hours shall be calculated on the increased basic rate.

- SALES
- DEPOTS
- EDSON
- FORT McMURRAY
- HINTON
- JASPER
- VERMILION
- WAINWRIGHT
- WESTLOCK

Signed:

NORTHERN ALBERTA DAIRY POOL

Signed:

THE ALBERTA BROTHERHOOD OF DAIRY
EMPLOYEES AND DRIVER SALESMEN

D. A. SMITH, GENERAL MANAGER



G. ORRELL, SECRETARY/TREASURER
BUSINESS AGENT

