

Collective Agreement
Between
GENERAL MILLS CANADA CORP.
MIDLAND, ONTARIO
And



BAKERY, CONFECTIONERY, TOBACCO WORKERS
AND GRAIN MILLERS
LOCAL 388 G

Term of Agreement
June 01, 2002 through May 31, 2006

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INDEX

<i>ARTICLE</i>	<i>PAGE</i>
ARBITRATION	41
BEREAVEMENT LEAVE	19
CONTRACTING OUT WORK	42
DEDUCTION OF DUES	46
Assignment and Authorization	46
Payment of Union Dues	47
GRIEVANCE PROCEDURE	38
GROUP LIFE, HEALTH, DISABILITY AND PENSION PLANS	43
Dental Plan	43
Life Insurance	43
Pension Plan	43
Safety Glasses	45
Safety Shoe Allowance	45
HOLIDAYS	9
Holiday Time Credit	10
Holiday Work Pay	10
Recognized Holidays	9
Unworked Holiday Pay	10
HOURS OF WORK	2
Hours for Computing Overtime	4
Rest Periods	3
Schedule of Normal Work Day and Week	3
JURY PAY	19
LAY-OFFS	24
LEAVES OF ABSENCE	30
LIMITATION ON STRIKES AND LOCKOUTS	46

MANAGEMENT RIGHTS	42
MAINTENANCE TRAINING PROGRAM	48
Advancement	49
Maintenance Positions	48
Requirements	48
Selection of Eligibility	48
NEW POSITIONS AND RATES	25
OVERTIME	5
Call-Back Pay Minimum	8
Overtime (daily)	5
Overtime Pay	6
Overtime Work	5
Pyramiding	4
Reporting Pay Minimum	7
Saturday Pay	6
Sunday Pay	7
PARTIES TO AGREEMENT	1
PENSION PLAN AGREEMENT	43
PLANT COMMITTEE	37
POSTING PROCEDURES (Job Bidding)	2
DISQUALIFICATION	30
PURPOSE	1
RECOGNITION (of Employees Covered)	2
SCHEDULING	10
Assignments of Shifts	11
Call-In Procedure	15
Placement When Alternate Job Choice Not Made	13
Posting of Work Schedules	18
Reduction in Work Force Procedure	11
Reject Regular Position and Seniority	11
Scheduling for Third Shift	13

Staggering of Work week	10
Teamleader etc. Working	10
SENIORITY	20
Continuous Service	20
Department Seniority	21
Maintenance Employees	22
Plant Seniority	21
Probationary Employees	21
Seniority List	21
Temporary Summer Help	22
SEVERENCE PAY	34
SHIFT DIFFERENTIAL	9
STAFFING SCHEDULE	10
TERMINATION, SEPARATION & GRIEVANCE PROCEDURE	38
TERMS OF AGREEMENT	47
TRANSFERS	25
VACATIONS	32
APPENDIX "A" – MAINTENANCE TRAINING PROGRAM	48
APPENDIX "B" – WAGE SCHEDULE	51

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Article 1
PARTIES

- 1.01 The parties to this agreement are General Mills Canada Corporation, a Canadian Company existing under the Laws of the Province of Ontario, hereinafter called the Company, and the Bakery, Confectionery, Tobacco Workers and Grain Millers Local 388 G (AFL, CIO, CLE) International, an International Union with headquarters in Kensington, Maryland, U.S.A. representing the General Mills Canada Corporation employees at Midland, Ontario, through Local Union No. 388 G, hereinafter called the Union.

Article 2
PURPOSE

- 2.01 To insure true collective bargaining on matters relating to rates of pay, hours of work, and working conditions.
- 2.02 Parties of the contract have agreed the acceptance or rejection of any demand by the Union or by the Company shall be determined by recognizing at all times the imperative need to protect at one and the same time, the continuing safety of the Company's corporate structure, and the general welfare of those dependent thereon. In so doing the Company and the Union pledge themselves to respect their mutual interest by promoting loyalty, efficiency, safety and a true co-operative spirit at all times within the plant organization.

- 2.03 The parties hereto acknowledge their respective responsibility one to the other and to those for whom they act. Each pledges to **refrain** from any act, the effect of which may create a misleading or false impression of the other or which may be construed as discrimination, harassment, interference, or coercion. Company, Union and Employees will not discriminate against any employee because of sex, race, colour, creed, language, age, and national origin.

Article 3 RECOGNITION

- 3.01 The Company recognizes the Union as the sole collective bargaining agent for its employees for the purpose of negotiating with respect **to** hours of labour, rates of pay, working conditions, and other conditions of employment, provided, however, that this recognition and this Agreement shall not apply to employees whose duties and responsibilities classify them as Supervisors, Managers, Team Leaders, Office Employees, Laboratory Employees, Buyers, Salesmen, and employees taking the Company's regular training course for supervisory services, provided however, that trainees doing work to **learn** a job shall in no way displace or otherwise disturb the status of a regular employee who would normally work the job.
- 3.02 **All** non-maintenance employees shall become members of the Union on the sixtieth (60th) working day following the beginning of their employment and shall remain members of the Union in good standing for the life hereof as a condition of employment. **All** maintenance employees shall become members of the Union on the one hundred and twentieth (120th) working day following the beginning of their employment.
- 3.03 Notice of Union activities, regular meetings, and special meetings may be posted on Company premises and board without prior approval. Other notices may be posted after approval by the Company.
- 4.01 Hours
Eight (8) hours shall constitute a day's work and forty (40) hours a

week's work for the purpose of computing overtime. This shall not be considered as a limitation on the number of hours per day or per week the Company may operate its plant or schedule its employees.

4.02 Schedule of Normal Working Hours and Days

- a) The normal workweek shall consist of a Monday through Friday workweek schedule.
- b) Any regular scheduled three (3) shift production line operation will start on Sunday night at 11:00 PM. If production requires that certain positions begin work before 11:00 p.m. due to start-up issues, those employees shall be paid at one and one half (1 & ½) times their regular straight time rate for that time. In the case of twelve (12) hour extended shifts the regular start time shall be 7:00 p.m.
- c) It is agreed the normal shift starting times shall be established by mutual agreement between the Company and the Union. Any deviation from the previously agreed upon shift scheduling for the purpose of meeting varying operational requirements shall be by mutual agreement. The Company and Union both agree to cooperate in every way possible to insure that working schedules are in accord with production requirements.
- d) Any scheduled RBG line sanitation shall commence immediately following the completion of that day's scheduled production.

4.03 The Company will provide employees with a thirty (30) minute paid lunch break when working twelve (12) hour shifts.

4.04 Rest Periods

The Company agrees that there should be a rest period of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of each shift. A one-half (1/2) hour unpaid lunch period shall be granted each full work shift. These periods are to be allotted at the discretion of the department team leader.

- 4.04. A rest period of fifteen (15) minutes will be provided between the regular shift and overtime, provided the employee works one (1) hour of overtime. An additional 10 minutes rest period will be provided if working beyond two (2) hours.
- 4.05 A rest period of fifteen (15) minutes will be provided between the regular shift and overtime, provided the employee works one (1) hour of overtime. An additional ten (10) minutes rest period will be provided if working beyond two (2) hours. It is understood that the employee who works the larger portion of the overtime, when splitting an eight (8) hour shift will be entitled to the half hour lunch break.
- 4.07 The Company agrees to continue its practice of allowing employees a five (5) minute wash period at the end of each half shift. For purposes of this ARTICLE, the parties agree that when an employee works three (3) minutes beyond the end of his/her normal eight (8) hour shift, the five (5) minute wash period shall be added to allow the employee a total of one-quarter hours pay at the overtime rate. The five (5) minute wash period does not apply at the end of the shift when running twenty-four (24) hour shift rotation with a paid lunch, in order to ensure continuous operation.
- 4.08 The fifteen (15) minute rest periods mentioned in ARTICLES 4.04 AND 4.05 above are inclusive of the five (5) minute wash periods which has been an historical practice and is mentioned in ARTICLE 4.07.

Article 5 OVERTIME

5.01 Pyramiding

In no event shall overtime or premium pay provided for in this ARTICLE be pyramided or duplicated. Thus, if two (2) or more of the overtime and premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the highest amount of pay shall be applied, and such payment shall satisfy the requirements of all other applicable pay provisions. However, overtime and premium rates for all hours worked shall be computed

on the applicable straight-time hourly position rate, plus the applicable shift differential. Further to ARTICLE 4.02 (b), the applicable overtime rate of one and a half (1 ½) times the regular straight time rate will be applicable when starting up early on Sunday due to a twelve (12) hour production requirement.

5.02 Overtime (Daily)

- a) An employee(s) will be notified at least two (2) hours in advance of the end of the shift on any daily overtime. Otherwise such overtime work will be voluntary on the part of the employee(s). The above does not apply in case of a mechanical or electrical breakdown.
- b) All overtime work in excess of eight (8) hours per week will be voluntary on the part of the employee, except those employees who work daily overtime as part of their regular work week. Those employees would be required, if necessary, to work eight (8) hours overtime over and above the regular daily overtime they work per week, after which any overtime would be voluntary.
- c) All overtime work hours that are vacant by senior employees not wanting to work the overtime on Saturdays, Sundays and recognized holidays will be filled by the most junior qualified employee.

5.03 Overtime Work

- 1) When employee's services are needed for overtime work and they notify their Team Leader immediately that they do not wish to accept the overtime work, they will be excused as soon as qualified replacements can be secured who will accept the rate of the job. All parties will cooperate in securing a qualified replacement. Daily overtime will be offered as follows:
 - a) first to the person who is moved from their scheduled position for company convenience, and
 - b) next to the person on the job during regular hours and

- c) next by departmental seniority subject to qualifications and skill being sufficient and
 - d) then by plant seniority, qualifications and skills being sufficient.
 - e) Scheduled daily overtime required due to section (c) and (d) above will be offered by posting and employees will be required to sign for overtime. The Company will post overtime sign-up sheet twenty-four (24) hours in advance to ensure all employees have the opportunity to sign.
- 2) Employees who wish to work weekend overtime must have the positions desired in their choices in order to work.

5.04 Overtime Pay

All work performed in excess of eight (8) hours at straight time in one (1) day or forty (40) hours at straight time in one (1) week or all work performed in excess of eight (8) consecutive hours, shall constitute overtime and shall be compensated for at the rate of one and one-half (1 ½) times the straight time hourly rate. The first eight (8) hours worked on recognized holidays which fall during the employee's first forty (40) straight time hours of work in the holiday week will be included in the forty (40) straight time hours of work for the purpose of computing overtime of hours worked in excess of forty (40) hours per week.

Employees scheduled for Monday day shift cannot be awarded Sunday midnight overtime (11 p.m. – 7 a.m.) shift.

5.05 Saturday Pay

Hours worked by an employee on Saturday shall be paid for at one and one-half (1-1/2) times his/her straight-time hourly rate.

- (a) In the event of time **lost** by reason of a labour dispute between General Mills Canada Corporation and the Bakery, Confectionery, Tobacco Workers and Grain Millers Local 388 G (AFL, CIO, CLE, International) employees will be paid at the

applicable premium rate for work performed on Saturday, Sunday or Holidays.

- (b) Production lines running between 11:00 PM Friday and 11:00 PM Saturday, will be paid at one and one-half (1-1/2) times the straight time hourly rate.
- (c) No employee will be awarded two shifts of weekend overtime on the same schedule date, unless no other qualified employee has signed for the other shift.

5.06 Sunday Pay

All work performed on Sunday shall be compensated for at two (2) times the straight time hourly rate. Except in those cases where production start times are staggered due to either shift or start-up as per article 4.02,

- (a) Production lines running between 11:00 PM Saturday and 11:00 PM Sunday, will be paid at two (2) times the straight time hourly rate.
- (b) No overtime premium will be paid for starting at 11:00 PM Sunday on Production lines.

5.07 Reporting Pay Minimum

Employees called to work shall be given sufficient work to enable them to earn not less than four (4) hours at the applicable hourly rate of pay, or, not being given that much work, shall receive four (4) hours pay at the applicable hourly rate unless beyond the control of the company due to mechanical or electrical breakdown. Every effort will be made to contact employees prior to them reporting to work in the event of a shift cancellation.

- a) Employees called in to fill a vacancy on the shift prior to their own shift within the same day will be given up to one (1) hour to report to work and if they report within the one (1) hour, and commence work upon reporting, will be paid for that hour, plus be given seven (7) hours of work or pay in lieu of. If the

employee fails to report within the one (1) hour, he or she will only be paid for the hours that they work. This article applies to regular time only, not overtime, where the employee will be paid at the time noted on the punch clock.

- b) Employees called in from layoff to fill a job as a replacement for an absent employee, who are asked to come in to the job within an hour, shall be given up to one (1) hour to report to the job, and will be paid for that one (1) hour provided the employee punches in and commences work upon reporting within the one (1) hour mentioned. If the employee fails to report within the one (1) hour, he or she will only be paid for the hours he or she worked. This article applies to regular time only, not overtime, where the employee will be paid at the time noted on the punch clock.
- c) In “(a)” and “(b)” above, it is understood that an employee will be paid from the time of the telephone call or the start of the job assigned, whichever is later.

5.08 Call-Back Pay Minimum

Employees will be called back to work as outlined in Article 5.03. Employees called back to work after completion of a regular day’s work and before the commencement of his/her next regular day’s work, shall be paid not less than four (4) hours’ pay at the applicable overtime rate. However, if employee’s regular shift starts one (1) hour or less from the time they started work on the call-back, they will receive the applicable overtime rate for only such time worked on the call-back as occurs before their regular shift. Employees shall not be considered called back if they are called to work sixteen (16) hours or more after the completion of their last regular day’s work; nor shall employees be considered called back if their succeeding shift is changed, provided the employees are notified of such change at or before the end of their preceding shift and seven (7) hours or more have elapsed between the two (2) shifts. For maintenance employees who are scheduled to check ammonia compressors, cold rooms, etc., on Saturday, Sunday, or Holidays, the following schedule of hours will be paid.

- (a) One (1) trip to the plant, two (2) hours of pay at the appropriate overtime rate.
- (b) If more than one (1) hour is worked four (4) hours of pay at the appropriate overtime rate.

5.09 Management will **make** every reasonable effort to provide the necessary training for employee's who are not qualified for regular production or overtime work on weekends and holidays, if such employees have a reasonable expectation of acquiring such work by reason of their seniority.

Article 6

SHIFT DIFFERENTIAL

- 6.01 A shift differential shall be paid for all work performed on the second shift in the amount of fifty cents (.50) per hour and on the third shift in the amount of sixty-five cents (.65) per hour and such shift differential shall be used in computing overtime.
- 6.02 A shift differential of fifty cents (.50) will be applied to all wage rates outlined in ARTICLE 29 for all work performed between the hours of 3:00 p.m. and 11:01 p.m. with the exception of those hours of work performed by employees on the day shift who must complete eight (8) hours of work before the application **of** the shift differential becomes effective.
- 6.03 A shift differential of sixty-five cents (.65) per hour will be applied to all wage rates as outlined in ARTICLE 29 for all work performed between the hours of 11:01 p.m. and 7:00 a.m.

Article 7

HOLIDAYS

7.01 Recognized Holidays

Holidays shall be:

New Year's Day, Good Friday, Victoria Day, first Monday in June, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and one (1) day before Christmas Day

and one (1) day before New Year's Day as well as one additional floating holiday (representing Heritage Day). Our holiday schedule will remain at thirteen (13).

7.02 Any stipulated holidays falling on a Saturday will be observed on the day agreed to by the Union and Company in advance. Canada Day will be observed on the Monday next following the date of the holiday.

Any stipulated holidays falling on Sunday will be observed on the day on which it is required to be publicly observed or in accordance with the Canada Labour Code referred to as Bill C-126.

7.03 Holiday Work Pay

All work performed by employees during the hours of their regular shift on the holidays listed in Paragraph 7.01 shall be paid for at the rate of two (2) times the regular hourly rate in addition to the holiday pay of eight (8) hours at straight time or in addition to straight time for hours worked, whichever is greater. For work on such holidays commencing outside the hours of their regular shift the employees shall be paid for an early call in, or for a call back, whichever is applicable, as defined in Paragraphs 5.07 and 5.08, at the rate of (3) times the regular hourly rate in addition to the holiday pay of eight (8) hours at straight time. Work on a paid holiday shall be voluntary on the part of the employee.

7.04 Unworked Holiday Pay

Employees will be paid eight (8) times their straight time hourly rate for the holidays listed in Paragraph 7.01 if no work is performed on these holidays provided the employee has not failed to work, when scheduled, on the holiday and the employee works five (5) days during the month in which the holiday occurs, or received five (5) days pay during the month.

Article 8

STAFFING SCHEDULE

8.01 The company shall not deliberately stagger the workweek in such a manner as to deprive employees of overtime. Regularly scheduled

swing shifts, when practical and desirable may be negotiated between the Company and the Union. Supervisors, Team Leaders and other plant personnel excluded from the bargaining unit will not be permitted or assigned to do work covered by the bargaining unit, except as outlined in (a), (b) and (c) below:

- (a) Instructing and/or training employees
- (b) Demonstrating the correct use of tools or equipment
- (c) Acting to prevent an accident or injury to an employee, or to prevent product or equipment damage.

8.02 Employees may not reject work in their regular position and thereafter use their seniority to claim work in another position.

8.03 All employees will be assigned to either an "A" or "B" shift designation for the purposes of shift rotation during any two-shift operation. For the purposes of shift rotation during any three shift operation, positions on the third shift will be filled by those employees who hold 3rd shift postings, these employees will have a "C" designation along with their regular "A" or "B" shift designation for the purpose of any two shift rotation.

A two shift rotation calendar starting after the plant shutdown will be set up for the purpose of scheduling designated shifts for the next fifty-two (52) week period.

Assignments to these "A", "B" and, or "C" shifts shall be permanent to the extent of maintaining a balance of skills, experience and continuity of production. Changes from one shift to another shift shall be in accord with the job posting procedure as outlined in Article 15 when bid job vacancies exist or when the parties agree it is necessary to redistribute the skills or when necessitated by a reduction in force to fill available jobs.

8.04 The parties agree that when a reduction in force occurs, the purpose of the following paragraphs is to generally preserve work opportunities for the more senior employees.

- (a) Employees shall, when their regular bid job is not operating, designate, in order of preference, unlimited alternate primary choices in all areas of operations.

- (b) Employees will list all jobs for which they wish to work on their choice sheet within their primary and secondary and sanitation choices or will face layoff.
- (c) Employees who hold “C” shift bid jobs will be scheduled to these positions any time their bid job is running, or was running to start the week (if they can obtain it by seniority). If their bid job is not running once they have begun to work on the “C” shift they will follow all production choices on that shift as long as they are able to obtain these by way of seniority.
- (d) **All** lines will follow a two shift rotation separate from any third shift operation. **All “A’s”** to be scheduled on the same shift if possible. All “B’s” to be scheduled on the same shift if possible. In the event of a single shift operation, “A’s” and “B’s” will be scheduled on the same shift by seniority, choices, skills, and abilities.
- (e) Employees will follow all primary choices on their given shift before proceeding to the next shift and only to the “C” shift before layoff.
- (f) The employees choice sheet will have a primary list of choices, *to* include any qualified position in the RBG or Snacks operation an employee wishes to be assigned to for the purpose of scheduling.
- (g) Employee choice sheets may also include a secondary list of any choices an employee wishes to perform before they would be laid off.
- (h) The choice sheet for each employee will include any position **an** employee wishes to be scheduled to for the purposes of shift rotation. The employee will be scheduled to these choices on their letter shift first and the opposite shift second in order of preference and seniority.

- (i) The employee choice sheet will also include a separate area at the end for any line sanitation jobs an employee may wish to perform if qualified before lay off.
- (j) Day to day scheduling will be as follows; first by primary choices on the designated letter shift, second by primary choices on the opposite letter shift, third by secondary choices on the letter designated shift, fourth by secondary choices on the opposite shift, fifth by primary and secondary choices on the 3rd (“C”) shift, and lastly by sanitation choices listed in the sanitation section.
- (k) Department employees will follow all department choices on the designated shift first, opposite shift second. If they are unable to obtain a department job on either the first or second shift they will follow their alternate choices. First on the designated shift, second on the opposite shift as in accordance with (J)
- (l) For the purpose of RBG vacancies, employees who hold Snacks bid jobs must place any RBG choices to which they wish to advance ahead of their Snacks bid job in their choices. Employees who are in the Snacks regularly scheduled operation, who do not hold a Snacks bid job, who wish to advance to the RBG section must place their RBG choices ahead of their Snacks choices.
- (m) All overtime will be awarded based on the employee’s choice list. Employees may sign up for jobs in any order they choose for Saturday and Sunday and Holidays provided these jobs are within their choice list (primary, secondary and sanitation section).
- (n) 3rd or “C” shift posted jobs will not be considered department jobs, or included in any reference to departments in this agreement
- (o) Employee’s choices of alternate jobs shall be made once each year effective on July 1st. These choices shall remain in effect for fifty-two (52) weeks.

- (p) For each of the choices desired by an employee, the employee must be qualified to perform the job and have reasonable expectations of attaining the job by reason of seniority. Employees will not be disqualified from a job choice if the employee requires eight (8) hours or less refresher training. Employees may add Cookie Piler as a choice along with a “T” designation for training if the employee is not qualified. If an employee becomes qualified on a job after the choices have been made, it will be added to their choices wherever the employee chooses.
- (q) All employees in every department must be qualified on all aspects of all functions within that department as long as they have a reasonable expectation of attaining the job by reason of seniority.
- (r) When reduction in force occurs, if any job has not been selected by any employee, then the company shall place the most junior qualified on the shift in the job.
- (s) Employees in the Mixing Department, and in the Machine Operators Department, Shipping Department, Warehouse Department, RBG Sanitation Department and Snacks Sanitation Department will designate, in descending order, the jobs they will desire to work in case of reduction in force within their departments for the purpose of a two shift rotation. If unable to attain a department job on the “A” or “B” shift they will follow their primary and secondary choices as outlined above.
- (t) When it is known, in advance of preparing the staffing schedule that a job will be vacant due to the absence of an employee the job will be assigned to the most senior qualified employee who is not scheduled on an RBG bid job, who has selected the opening in question as one of their higher alternate choices *on* the same shift first. If no employee has indicated the vacant job as a higher choice than the one he/she is on, the Company shall assign the most junior qualified employee to the job on the same shift first. It is the Company’s intent to try to make changes under this clause as early as possible.

- (u) When a bid job is to be scheduled on the Staffing sheets even though actual production is not running these positions will be filled through the usual procedure of bid jobs and choices.

8.05 The employee shall be responsible for providing a current telephone number and alternate, if available, where they can be contacted. It shall be the Employee's responsibility to make contact before the start of each week, if they did not work the prior week or are absent due to weekly illness or other, to verify scheduling. If the employee does not verify scheduling with the Company by 9:00 PM on the Friday, the employee will be replaced.

If the schedule changes after the employee has verified scheduling, it will be the Company's responsibility to contact the employee at the numbers on file.

1. The day to day replacement of employees due to sickness, leave of absence and vacations would be done as follows:
 - a) In the event that an employee has limited choices due to health reasons, and is on lay-off, and an opening becomes available on either Snacks or RBG, said employee will be brought in if they have the seniority to claim that job, regardless of any other clause in any other article.

RBG VACANCY

- b) In the case of a department vacancy, the first person not working in their department, by department seniority, will be returned to the department to fill the vacancy (qualifications, skill, and seniority being sufficient).
- c) In the event of an RBG vacancy, the senior qualified employee working on the Snacks line on the same shift who has the vacancy in question as a higher alternate choice, or listed ahead of their Snacks bid job in their alternate choices, will advance to the RBG vacancy and the Snacks vacancy will be filled by (e) to (i).

- (d) In the event that no employee on the same snacks shift has the opening in question as a higher alternate choice, or ahead of their Snacks bid job, the junior qualified employee on the same shift will fill the vacancy. The vacancy left by the junior qualified employee will be filled by procedure (e) to (l) if it is a Snacks vacancy. If the junior qualified employee was moved from another RBG position, that vacancy will be filled by procedure's (a) through (c).

If the Snacks line is not in operation, the RBG vacancy will be filled by the first person on the lay-off list. If the first person on the lay-off list is not qualified, then the vacancy will be filled by an employee, on the same shift, who has the opening in question as a higher alternate choice. In the event that no employee on the same shift has the opening in question as a higher alternate choice, the vacancy will be filled by the senior qualified person on the call-in list. In the event that no one is qualified on the call-in list, the junior qualified person will fill the vacancy the same shift. If the junior qualified employee was moved from another RBG position, that vacancy will be filled by procedure (a) through (c).

- e) If following procedure's (a) through (d) does not fill the RBG vacancy, the most senior qualified person on call will be brought in to fill the vacancy. An effort will be made to train an employee who has an expectation of attaining the original vacancy. If no employee on the call-in list is qualified then the junior qualified person from the opposite shift will be moved to fill the vacancy.

SNACKS VACACY

- f) Call the first person on the lay off list
- g) If the first person on the lay off list is qualified, they will fill the Snacks vacancy.
- h) If the first person on the lay off list is not qualified for the vacancy, the vacancy will be filled with the senior qualified Snacks employee on the same shift who has the vacancy in

question as a higher alternate choice (or bid job) than the position they are currently scheduled to perform.

- i) If there is no employee available for (h), then the vacancy will be filled by the senior qualified person from the call-in list.
 - j) If no employee is available for (i) then the vacancy will be filled with the junior qualified employee on the same Snacks shift.
 - k) If no employee is available for (j) then the vacancy will be filled with the junior qualified employee on the opposite Snacks shift.
 - l) If the first employee on call is not qualified for Topping, Snacks Packaging or Snacks Piling, and this is where the vacancy lies after steps (a) through (k) this employee will be offered training for this position the same day. If the employee is not available, they will be trained the next day. If the employee is not available for the next day, it will be considered that they have declined the training at this time and will be documented as such. Training for this employee will then take place at the Company's convenience.
 - m) If the vacancy occurs on the "C" shift, the vacancy will be filled by the first qualified person on call. If no person on call is qualified, the vacancy will be filled by the junior qualified person on the "C" shift and that vacancy will be filled by the first qualified person on call. In the event that no employee on the "C" shift is qualified to fill the vacancy, it will be filled by moving the junior qualified employee off of the day shift.
2. Employees scheduled for early start-up, that qualify for advancement to the RBG production lines, will not be reassigned, but will be paid the higher rate and vacancy will be filled by following 1 (c) to 1 (f).
 3. (a) Should a vacancy become apparent on the first shift for either the second or third shift, an attempt to fill the vacancy will immediately occur. Should it not be possible to contact the

first employee on the lay-off list by 11:00 AM, that employee will be bypassed, subject to verification and management will go on to the next employee on the list.

(b) Staffing notification calls will be made up to 9:00 p.m. on any given workday for the following day's schedule. Anyone not contacted by 9:00 p.m., subject to verification, will be bypassed and the next employee will be contacted.

- 8.06 When a new job is created between choice sessions the new job will be added to each employee's choice list where the employee indicates.
- 8.07 The Company will make every reasonable effort to post employees work schedules to provide forty-eight (48) hours notice whenever possible.
- 8.08 It is the responsibility of all employees to check the daily staffing sheet posted on the bulletin board to determine where they are scheduled the next shift or day. This is to be done when leaving the plant at shift end, any changes thereafter, the employees will be contacted by phone.
- 8.09 Once shift or position trades have been approved by a Team Leader, the employees involved will assume the seniority rights of the other employee during the shift in question. When people trade jobs they cannot then use their own seniority to claim overtime as a result.
- 8.10 a) Bid jobs left vacant at any time by an employee being absent will be filled by the day to day scheduling of employees as outlined in article (8). If the vacancy is due to a prolonged absence, the Union Committee may request that a Training Sign-up sheet be posted for the purpose of assuring that the most senior employee available has the opportunity to obtain the vacancy.
- b) Training to be awarded to the most senior employee who has a reasonable expectation of attaining the position by bid job and choice procedure. Once training is complete the employee must place this job within their choices so that they are able to attain this job by seniority for the length of the vacancy.

Article 9
JURY PAY

- 9.01 Employees who are requested to be absent from work for jury service shall receive whatever straight-time pay they would have otherwise received up to and including forty (40) hours in any one (1) week less the amount of jury pay which they received for the same period. When the above is applicable, each full day of jury service shall be credited as one eight (8) hour day in the computation of overtime, and each partial day of jury service shall be credited as a partial day toward overtime. To be eligible for the above payment, employees must notify their immediate supervisor at the time of their call to jury service and must furnish evidence of the amount of pay received for jury service.
- 9.02 The Company will reimburse employees for car mileage where applicable at the Company rate for mileage, less the amount received from the courts for mileage.

Article 10
BEREAVEMENT LEAVE

- 10.01 In the event of death in an employee's immediate family, an employee will be allowed days off with pay (each day at eight (8) hours straight-time) in accord with the schedule below as it pertains to each member of the immediate family.

Immediate Family Member	Max. Days Paid
Spouse or Child or Step Child or Parents	8 days
Brother, Sister, Grandchild, Step Brother, Step Sister, Step Parent, Grandparents, Brother-In-Law, Sister-In-Law, Father-In-Law, Mother-In-Law, Son-In-Law, or Daughter-In-Law	3 days
Great Grandparents and Spouse's Grandparents	1 day

- 10.02 Under the same conditions, an employee will be granted an additional day off with pay provided he/she is required to travel more than 200 kilometres one-way to attend the funeral.
- 10.03 The Company will provide for one (1) day with pay for any employee acting as pallbearer for a fellow employee.
- 10.04 The Company shall be promptly notified of the absence hereunder and the reason therefore.
- 10.05 If an employee suffers the loss of two (2) or more family members at once, said employee shall be allowed the recommended number of bereavement days per family member to run consecutively with pay.

Article 11 SENIORITY

11.01 Continuous Service

The term “continuous service” wherever used in this Agreement is the period of time that begins with an employee’s date of hire. If such service is broken for any of the reasons listed under (a), (b), (c), (d), (e) or (f) below, continuous service shall commence with the employee’s most recent hire date.

Continuous service shall not be broken due to lay-off or absence due to sickness, injury, leave of absence or other legitimate reason approved by the Company. However, an employee’s continuous service shall be broken if he or she:

- (a) quits, or
- (b) is discharged for just cause, or
- (c) has been laid off or is sick for a period of twenty-four (24) consecutive calendar months, or
- (d) fails to advise the Company of change in address or fails to report within a reasonable time when called if, in addition, the

Union is given forty-eight (48) hours In which to locate such employee and arrange for his/her reporting to work, or

(e) accepts a Severance allowance payment, or

(9) takes a pension under the General Mills Pension Plan.

Plant Seniority

The term “Plant Seniority” as used herein shall mean a period reflected by the Company’s employment records of an employee’s continuous service. Plant seniority shall accumulate for the purpose of determining rights of employees in connection with lay-offs and recalls.

11.02 Department Seniority

The term “department seniority” as used herein shall mean the period reflected by the Company’s employment records of an employee’s services in a department.

11.04 Probationary Employees

Employees shall be regarded as on probation for the first sixty (60) working days of their employment. Upon completion of the probationary period, the employee’s seniority shall be retroactive to the beginning date of his/her last period of continuous employment. There shall be no Company responsibility for re-employment or continued employment of probationary employees. Maintenance department employees shall be regarded as on probation for the first one hundred and twenty (120) working days of their employment. The probationary period may be extended by mutual consent of the union and the company on a case by case basis.

11.05 Seniority List

The Seniority lists will be revised every three months. They will be available for inspection by the employees concerned at the Production Office, or some other suitable location. Effective July 16, 1996, the Seniority list will show two dates:

- (a) The date of hire for purposes of vacation, layoffs and recalls.
- (b) The date of completion of 950 hours for the purposes of pension and benefits.

All employees hired from and after July 16, 1996 will follow 11.05 a) and b), and will have lower seniority than all current Regular, Casual and Probationary employees. All employees on the current seniority list as of July 15, 1996, will follow rules in effect as at their date of hire.

11.06 Temporary Student Help

The Company may hire summer help to cover the vacation period but that help will not accrue seniority. The summer period is defined as from May 1st to August 31st. Employees hired outside the May 31st to August 31st period will be from the working force, if available.

11.07 Maintenance Employees

New employees hired to become Maintenance Regular Seniority Employees, including those who have completed their probationary period, shall be eligible for Statutory Vacations and Statutory Holidays only, during their first one hundred and twenty (120) working days of continuous service with the Company. Coverage for other benefits is, effective on the first of the month following completion of one hundred and twenty (120) working days of continuous service, unless specified as being later.

11.08 Regular Employees

- a) For employees hired before May 31, 2002

A regular employee base of a maximum of 190 employees will be maintained. Once an employee has worked 950 hours in a calendar year he/she will be eligible for regular employee status only if this does not increase the regular employee base over 190. However, the rate of pay for newly hired employees will remain as outlined in Article 11.09 for the time periods noted.

Health and dental benefits will be available for regular employees only.

- b) For employees hired after May 31, 2002

A regular employee base of a maximum of 150 employees will be maintained. Once an employee has worked 1200 hours in a calendar year he/she will be eligible for regular employee status only if this does not increase the regular employee base over 150. However, the rate of pay for newly hired employees will remain as outlined in Article 11.09 for the time periods noted. Health and dental benefits will be available for regular employees only.

11.09 Casual Employees

A two-tier system of casual employees will be maintained.

Tier 1: A casual worker will be hired at \$2.00 per hour less than the job rate in the collective agreement for the first twelve (12) months of employment.

Tier 2: During the second year of employment and thereafter the Casual employee will be paid \$1.00 per hour below contract rates.

Casual employees will receive benefits when they become regular employees as noted in 11.08.

- a) Employees will be considered Casual, until these employees have 1200 hours (including recognized holidays) in a calendar year except as noted in Article 11.08 (a). Employees eligible for maternity, jury duty, parental and WSIB leave, will accumulate hours and seniority for the time they otherwise would have worked.
- b) Group Life, Health, Dental, Disability and Pension Plan referenced in ARTICLE 24 shall not apply to Casual Employees. Such benefits shall apply at the beginning of the month after attaining regular employee status as noted in Article 11.08. Casual Employees shall receive 4% of their T-4

earnings as defined in this agreement, as vacation pay each year.

- c) Casual Employees shall be subject to Union Membership, dues and Initiation fees as outlined in ARTICLE 3,02 and ARTICLE 26. Casual Employees will become subject to the grievance procedure in ARTICLE 20 covering the terms and conditions of their employment status. There shall be no Company responsibility for re-employment or continued employment during the first sixty (60) working days. The Company agrees to inform the Union of dismissal and reason, prior to communication with employee.

Article 12 LAY-OFFS

- 12.01 When it becomes necessary to reduce the working force at the plant of the Company, plant seniority shall apply with respect to all employees, qualifications being sufficient. In the consideration of plant seniority, it will be the practice to lay off the employee having the shortest period of plant seniority. It is recognized that some leeway is necessary to the Company in the application of this rule in order to provide for instances where specialized **skill**, experience, and/or ability necessitate that exceptions be made in order to insure efficient and continuous plant operations.
- (a) The interpretation of the above paragraph means that a reduction in force or lay-off shall be any day on which an employee is not scheduled to work.
 - (b) In recalling, seniority shall prevail and the practice at the plant will be that the employee with the longest plant seniority will first be recalled, but the same leeway shall be due the Company as is provided for in the case of lay-offs under the above paragraph.
 - (c) Further, no new employees will be hired until all available, **regular** employees have been afforded an opportunity to return to work, except that should occasion require the services of someone especially qualified for a certain job or position which

cannot be tilled from the employees in the plant, this rule shall be modified to that extent. Failure to report within a reasonable time when called, failure to advise the Company of change of address, or an absence of over one (1) year may be cause for removal from consideration.

- (d) In the event of a lay-off, top seniority in the plant will be granted to the local Union President, excluding the Maintenance Department.

ARTICLE 13 NEW POSITIONS AND RATES

13.01 Whenever the duties, responsibilities or other job content have changed substantially, either party to this Agreement may request a meeting with the other for the purpose of arriving at a satisfactory adjustment in rate for the same.

13.02 Prior to the inauguration of a permanent new job, the Union shall be advised of its intended establishment. When the permanent new job is created, the Company may at its discretion, establish a temporary rate for such work, and after thirty (30) days of operation, shall negotiate with the Union a permanent rate which shall be retroactive to the effective date of the new job. Job description to specify other duties as assigned pertaining to the job.

Article 14 TRANSFERS

14.0 I(a) Temporary transfers for any reason which **extend** beyond sixty (60) days shall be subject to immediate review by the Union and the Company. In case a temporary transfer for any reason is for a period longer than sixty (60) days consecutively, the Company and the Union will review such transfer to determine the employee's seniority status. In case a new position is established, the rate for the new position will be determined by negotiation between the Union and the company prior to the end of the sixty (60) day period.

- (b) Employees in any position are expected to perform any duties pertaining to the job. When an employee is assigned to a lower-rate job for the company's convenience, and work continues on his/her job, such employee shall receive the wage rate of his/her regular position. In other circumstances, the rate of the position the employee is working in will be paid.
- (c) It is understood that nothing in the preceding paragraphs precludes an employee from agreeing to accept a lower rate of pay while serving as an apprentice or while in training for a job paying a higher rate. An employee will be deemed qualified for the rate of pay of the job involved when he/she satisfactorily performs the duties with no more supervision than is required by other qualified workers on the same job.
- (d) In the case of transfer for the Company's convenience, (meaning a transfer not in accord with the employee's bid job or alternate choice selection, but which is at the choice of the Company for reasons of skill) employees transferred will receive remuneration equivalent to that of the job they are transferred from, or the pay for the hours worked on the job they are transferred from, or the pay for the hours worked on the job they are transferred to, whichever is greater. Any one transferred from a three (3) shift operation to a two or one shift operation shall receive a paid lunch break.
- (e) If a transfer occurs, then the employee will get the higher rate for all hours, full or partial, worked on the new job.

14.02 Employees transferred from one department to another retain their full plant seniority, and their full department seniority in the department from which they came. After satisfactory completion of the trial period, their seniority in the new department shall be established as of the date they commenced work in the new department and their previous department seniority shall no longer exist.

14.03 Employees accepting and/or transferring, other than temporarily, to all Management positions referred to in Article 3 Recognition, clause 3.01, and remaining for more than nine (9) months shall not retain their seniority rights in the bargaining unit. Employees transferring

for nine (9) months or less must work within the bid jobs and choices list system for at least six months before being eligible for a second temporary transfer within the length of this contract.

Article 15 POSTING PROCEDURES

- 15.01 When two or more employees have equal plant seniority, the earliest shift worked on the first day shall govern, and if both started work on the same day and shift, the alphabetical order of the employee's last name shall govern, beginning with the letter "A". It is understood that seniority along with the employees' ability, physical qualities and absenteeism will be the determining factors in awarding critical positions.
- 15.02 Employees accepting a promotion or transferring to another position shall be given a fair trial in the new position and shall be returned to their old position if they are unable to perform the new assignment satisfactorily. Management and Employees have fifteen (15) working days to come to a decision on accepting a job posting.
- 15.03 Employees will be considered capable of performing the duties of their new position in a satisfactory manner when they require no more supervision than other qualified employees in the same position.
- 15.04 Employees will be allowed to obtain three (3) job postings in a twelve (12) month period. Once an employee is qualified through the job posting procedure, this position must be included in job choices for a minimum of two (2) years. The following will not be considered in the above:
- 1) An employee returns by choice to their previous job before the sixth working day of the trial.
 - 2) An employee is unsuccessful in the job, and is returned to their previous job by the company before the end of the trial period.
 - 3) Temporary Posting

- a) If employees move to a lower rated job for their own convenience and find their new position to be inadequate, they may request, along with reasons as to why, they wish to return to their former position.
- b) Employees holding a temporary posting may not use their department seniority to claim daily overtime when not scheduled on their bid jobs.
- c) When an employee cannot obtain their temporary position by reason of seniority or the position is not functioning that day, they will return to their original bid job and then choices.

15.05 Employees laid off by reason of the discontinuance of their position or a reduction in the number of employees needed, shall be recalled to their department in the reverse order of their lay-off before filling vacancies in the department in accordance with the provisions of this Agreement,

15.06 Before filling vacancies, the Company will post a notice of such vacancy on the bulletin board within three (3) days of job vacancy. This notice shall remain posted for three (3) working days and employees desiring to apply for the position must sign their names to the notice during that period of time. Failure to do so removes any employee from consideration for the vacant position.

If no suitable applications are received, the Company will fill the vacancy with employees on seniority not holding a job within any position and if there are no such employees, the Company may fill the vacancy by hiring an employee for such a vacancy.

The higher rate of pay as a result of a posting shall be paid the employee only for the hours actually worked on the job while completing his/her trial period in 15.02.

15.06 If, for legitimate reasons approved by the Plant Manager and the Plant Committee, employees shall be absent from work during the above mentioned three (3) working days, due consideration will be given the employees for such advancement, provided they indicate a desire for

such consideration within five (5) working days after their return to work and within thirty (30) working days from the date of posting. The company will advise seniority employees on approved leaves of such postings.

- 15.07 The Company also agrees to post the name of the employee chosen for such positions within five (5) working days. If the Company is unable to post such notice within five (5) working days, then a conference will be immediately arranged with the Plant Committee.
- 15.08 When two or more employees are selected from the same job posting to fill jobs in a different department than the one in which they have been working, they will be placed on the departmental seniority list as of the day the selection is made, but their names will be added to the departmental seniority list in accordance with their plant seniority.
- 15.10 There will be twelve (12) permanent employees on the Snacks Sanitation crew and eight (8) permanent employees on the RBG Sanitation crew. When additional positions are required, the additional positions will be assigned by plant seniority from the employees on lay-off or new employees.
- 15.11 (a) Among the twelve (12) permanent employees on the Snacks Sanitation Crew, the nine (9) most senior permanent members of the crew, will be protected. Among the eight (8) permanent employees on the RBG Sanitation Crew, the six (6) most senior permanent members of the crew will be protected.
- (b) The definition of “protected” in the above paragraph means that the nine (9) protected employees on Snacks Sanitation and six (6) protected employees on RBG Sanitation will be regularly assigned to their respective crews when the job is functioning and cannot be replaced by senior employees on lay-off. The three (3) non-protected employees on the Snacks Sanitation crew and two (2) non-protected employees on the RBG Sanitation crew can be bumped by senior qualified employees facing layoff.
- (c) In cases where the RBG and Snacks line is not running production, one Protected Sanitation employee will be utilized

for two senior qualified employees up to a total of four. Thereafter, the jobs will be filled on the basis of senior qualified employee first.

(d) Employees holding protected positions shall by choices be placed on jobs that are considered by the Company to be protected jobs and only moved as a last resort.

(e) Employees holding the final three (3) permanent spare positions on Snacks Sanitation shall be trained on positions so as to be available should a protected employee be absent.

15.12 In the event of failure on a posting or a decline, the employee concerned will be returned to their old job, and if within thirty (30) days of the job posting, the next applicant will be found by taking the next most senior person who signed the posting. After thirty (30) days, the job will be re-posted.

15.13 Disqualification

1. Any employee who is disqualified from any job as a result of errors made doing that job will not be eligible to claim any work in that job category for a period of one (1) year.
2. The above one (1) year limit will apply equally to all jobs in our operations.

Article 16

LEAVES OF ABSENCE

16.01(a) Upon written request of the Union, the Company will grant a leave of absence to not more than two (2) employees in the plant to accept full-time positions with the Union. However, if the number of employees in the bargaining unit exceeds five hundred (500), then one (1) additional employee will also be granted a leave of absence. Plant seniority and departmental seniority shall accrue during such leaves of absence.

- (b) Employees returning to work from leave of absence shall return to the position they occupied at the time their leave becomes effective.
 - (c) The Company shall notify the Union in writing of all leaves of absence granted.
- 16.02 If an employee is required to be absent from work through service in the Reserves, or who is drafted, or volunteers for service in Canadian Armed Forces, may be, by mutual agreement between the Plant Committee and the Company, granted a leave of absence, in writing. Such leave of absence will not interrupt an employee's continuous service.
- 16.03 An employee absent because of service requirements in the Reserves will be returned to his/her regular position immediately upon his/her return from service in the Reserves.
- 16.04 Employees serving with Canadian Armed Forces will be returned to their former position providing they report for work within ninety (90) days after obtaining their Certificate of Discharge.
- 16.05 The Company will grant leaves of absence retroactively to employees when warranted for legitimate reasons, including illness and accident. Seniority will accumulate during such leaves of absence.
- 16.06 The Company will grant leaves of absence without pay for a reasonable period twice each year, to not more than three (3) employees to serve as delegates for the local Union for the transaction of Union business.
- 16.07** At the discretion of the Company, a short term personal leave-of-absence of one (1) or two (2) days, without pay, may be granted on an infrequent basis if said employee has booked all vacation days.

Article 17
VACATIONS

- 17.01 It is agreed the scheduling of all vacations shall be decided by Plant Management having regard to the necessity of maintaining production and seniority and, whenever it is practical, to arrange vacations to suit individual employees, an effort will be made to do so. The Company will allow two (2) employees from each department to take the same week's vacation outside the scheduled plant shutdown, except during September, October, November, February, and March, when only one (1) person will be allowed to go. One (1) additional employee in any department may be allowed to take vacation provided Company approval is granted in accord with production requirements.
- 17.02 Plant shutdown schedule will be posted by April 1.
- 17.03 Vacation schedules will be posted by April 1 and will be completed by May 30th.
- 17.04 Failure to comply will result in vacation allotment according to production requirements.
- 17.05 The Company will allow two (2) employees from each department to take three (3) consecutive weeks' vacation outside the scheduled plant shutdown, except during September, October, November, February, and March, when only one (1) person per department will be allowed to go for a two (2) week period. One (1) additional employee in any department may be allowed in accord with production requirements.
- 17.06 For the purpose of a plant shutdown referred to in Article 17.02, for either a one (1) week or two (2) week period, it is agreed all eligible for vacation at that time will take their vacations, provided their services are not otherwise required. If there is not a scheduled plant shutdown, the Company shall grant the above vacations in accordance with the principles of paragraph 17.01 above.

17.07 Vacation Payments

- (a) Any employee who has completed 1200 hours in a calendar year or is a regular employee according to article 11.08 will receive full vacation pay out.
- (b) Employees who at the time of the plant shutdown have accumulated unbroken service on the payroll of one (1) full year shall receive two (2) weeks' vacation with pay. Employees who have not completed a year's service shall receive an amount equal to four percent (4%) of their total earnings up to the holiday.
- (c) Each week of vacation shall be compensated at two percent (2%) of the employee's gross yearly pay or forty (40) hours times their bid job hourly wage rate (or, if not assigned a bid job, the hourly wage rate of the job they are normally assigned to) at the time of their vacation whichever is the greater. After fifteen (15) years of continuous service each week of vacation shall be compensated at two and one half percent (2½%) of the employees gross yearly pay or forty (40) hours times their bid job hourly rate (or if not assigned a bid job), the hourly wage rate of the job they are normally assigned to at the time of their vacation, whichever is the greater. The term "gross yearly pay" shall mean the T-4 earnings for the preceding calendar year and including pay, bereavement pay, jury duty pay (no mileage), and vacation pay. In addition to the T-4 earnings, money's paid in lieu of wages under the Worker's Compensation Act in Ontario, and up to a maximum of forty (40) hours times the employee's hourly wage rate for each week an employee is paid a benefit from the Weekly Indemnity Plan. A Casual employee who works 1200 hours or less in the previous calendar year, except as noted in 11.08 (a) shall have his/her vacation pay calculated at 4% of total earnings for the previous calendar year.
- (d) The period used as the vacation year for purposes of taking vacation, or for prorating vacation pay for new or terminated employees is June 1 of each year to the following May 31. Employees who have worked sometime during the vacation

year will receive vacation pay after June 1 of the following vacation year.

An employee who returns to work from an extended leave or lay off period for at least one day, shall qualify for the vacation he/she would normally be entitled to by reason of length of service.

- 17.08 Employees with five (5) years' continuous service shall receive three (3) weeks' vacation with pay.
- 17.09 Employees with twelve (12) years' continuous service shall receive four (4) weeks' vacation with pay.
- 17.10 Employees with seventeen (17) years' continuous service shall receive five (5) weeks' vacation with pay.
- 17.11 Employees with twenty-five (25) years of continuous service shall receive six (6) weeks' vacation with pay.
- 17.12 Employees permanently leaving the Company payroll will receive the vacation with pay for which they have become eligible during the year on a pro-rated basis. This provision to apply also in the case of death of an employee.
- 17.13 No employee will be allowed to work their vacation.

Article 18

SEVERANCE PAY

- 18.01 Employees who have completed two (2) or more years of continuous service with the Company and who are thereafter permanently laid off due to lack of work caused by management action in initiating any of the following changes, shall be eligible for severance pay.
- (a) Technological improvements in facilities or equipment.
 - (b) Changes in methods of production, processing, shipping, receiving, materials handling or distribution, etc.

- (c) Permanent closing of the plant, department or part of a department or other permanent reductions in the total plant working force.

18.02 Employees shall not be eligible for severance pay (1) if they are eligible for normal retirement under the provisions of the Retirement Plan of General Mills Canada Corporation and the Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL, CIO, CLE) International Local 388 G, (2) in the event of discharge for just cause or resignation, (3) in the event of death or (4) in the event of an employee being offered and accepting employment elsewhere with General Mills Canada Corporation.

18.03 “Permanently Laid Off” as used in this ARTICLE 18 is defined as a lay-off resulting from the application of (a), (b) or (c) of Paragraph 18.01 above. Temporary lay-offs which extend beyond twenty-four (24) months shall be considered permanent lay-offs for the purpose of this ARTICLE 18. Lay-offs will be in accordance with ARTICLE 12 of this collective agreement. However, employees (i.e. employee **A**) displaced as a result of the elimination of their regular job and who are also eligible for severance pay may have the option of accepting the lay-off and receiving severance pay or exercising their seniority under ARTICLE 12 to claim another job. If they choose to exercise their seniority to claim another job, and displace another eligible employee, (i.e. employee **B**) with a higher, the same or next lower classified hourly rate, employee **B** shall have the option of accepting the lay-off and receiving severance pay or exercising their seniority under ARTICLE 12 to claim another job. Employees will be eligible for the severance option as outlined above, if their bid job is eliminated and they are not offered or are unable to perform other job functions by virtue of their seniority, qualifications or physical abilities.

- (a) Employee **A** has the option of claiming up to two (2) jobs with seniority and pay rate to commence the day after employee **A** notifies plant management, in writing.
- (b) When an employee has their bid job eliminated by the company, the employee being effected will have the opportunity to “bump” into any department and be fitted into

that department by seniority level for scheduling according to their plant seniority.

- (c) If employee B claims another job in the same department where employee B was displaced, employee B will retain his/her department seniority.

18.04 Severance Allowance for eligible employees who are permanently laid off shall be based upon length of continuous service with the Company. An eligible employee who has completed three (3) full years of continuous service shall receive a Severance Allowance of three weeks' pay (120 hours) at his/her normally assigned straight-time rate.

For each additional year of continuous service, an eligible employee will receive one (1) weeks' pay (40 hours) at the employee's straight time normally assigned rate. An additional forty (40) hours straight time pay for each year over twenty (20) years will be paid.

18.05 The severance pay will be payable to eligible employees in one (1) lump sum after it has been determined that a reduction in the work force is a permanent lay-off of any employee. The amount of the Severance Pay will be based on the eligible employee's continuous service at the time he/she is laid off from active work, provided he/she has been notified in writing by the Company that his/her permanent lay-off would become effective on that date.

18.06 Eligible employees who have been on temporary lay-off for a period of 270 or more consecutive calendar days may exercise the option of accepting severance pay or retaining their recall rights as provided in ARTICLE 12 of this agreement.

18.07 Except in the case of a permanent closing of the plant, an eligible employee may choose to defer receipt of the severance pay until:

- (a) The end of the employee's allowance period of weekly unemployment compensation benefits under the laws of the Province of Ontario.

- (b) The end of the employee's allowance recall period as provided in ARTICLE 12 of this agreement.
- (c) Severance pay for which employees are eligible will be payable to an employee's dependents or estate in the event of their death after they become eligible and before they have been recalled for active work.

18.08 It is understood that upon receipt of severance pay an employee relinquishes all recall, seniority, and employment rights with the Company.

18.09 In the event of a plant closing consistent with ARTICLE 18.04, it is understood that the Severance Pay Allowance will be in full and final settlement.

18.09 In the case of a permanent closing of the plant, an eligible employee shall receive his/her severance pay no later than thirty-one (31) calendar days after the last day he/she is actively at work with the Company.

Article 19

PLANT COMMITTEE

19.01 Plant Committee of five (5) members, includes the President and the Vice President and three (3) shop stewards, of Local 388 G will be appointed by the Union to meet and bargain with the Company on matters properly arising from time to time in administration of this Agreement.

19.02 Members of the Committee shall be selected in accordance with the constitution of the Union.

19.03 It is clearly understood the Committee members will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business; in accordance with this understanding the Company will compensate such employees for the time spent in negotiating with the Company; handling grievances of employees, and attending the meetings of the plant committee, at their regular rate of pay. This does not apply on

time spent on such matters outside of regular working hours. Aforementioned meetings will be held during regular working hours Monday through Friday.

- 19.04 The Union agrees to supply the Company with the names of the employees constituting the plant committee and will keep a list up to date at all times.
- 19.05 A copy of all notices posted on the bulletin board concerning the employees will be placed in the Union Letter Box.
- 19.06 Elected Officers of the Union who may be called upon to transact business for the Union which requires their absence from duty with the Company shall, upon application and twenty-four (24) hours' notice to the proper representative of the Company, be allowed to absent themselves for sufficient time to transact such business with no pay.
- 19.07 In the future any matters agreed upon between the Company and the Union shall be reduced to writing, signed by both parties, and become a part of this Agreement and attached hereto.
- 19.08 Plant Committee members required to be absent from their regular duties for the purpose of investigating and processing grievances and complaints shall notify their Team Leader, who shall arrange relief, if necessary. It is understood that only under emergency conditions shall a Team Leader refuse to grant permission to a Plant Committee member to leave his/her job for necessary Plant Committee member's duties. It is agreed that Plant Committee members shall only absent themselves from their duties for the length of time necessary to investigate or adjust a complaint or grievance and shall report immediately upon their return to their job.

Article 20

TERMINATION & GRIEVANCE PROCEDURE

- 20.01(a) A claim by employees that they have been unjustly discharged from their employment shall be treated as a grievance, but a written statement of such grievance must be lodged with the plant committee and the Plant Manager within three (3)

working days after the last day for which the employees received their wages. The Company will advise the plant committee, in writing, whenever a Union member is discharged.

- (a) Upon written request over the signature of the employee involved, the Company will notify him/her in writing of the reason for such suspension or discharge.
- (c) Verbal warnings will be given in the presence of a committee member.

20.02 The Company shall notify the Union in writing of the termination of employment of any employee covered by this Agreement.

20.03 Disciplinary notes and letters more than twelve (12) months old.

As agreed, the following procedure will apply in future:

- (a) **All** notes, letters, memos, etc., will remain in and constitute a part of each employee's personal file for the duration of employment.
- (b) Notes and letters pertaining to specific disciplinary action regarding attendance and/or break periods will not be used as progressive steps through our disciplinary procedure (warning, letter, suspension) when there is a period of twelve (12) complete months or more between specific incidents. Example:
 - (1) Employee "A" – verbal warning July 12, 1974 re: long breaks.
 - (2) Employee "A" – takes long break August 15, 1975 – he/she would again receive a verbal warning – NOT the next step which would be a written warning
- (c) All information in any employee's file will be used when desired to develop an employee profile.

- (d) Management will make every reasonable effort to communicate disciplinary action to employees as soon as practical following the completion of investigation.

20.04 If employees have any questions or complaints which they wish to discuss with the Company, they shall:

Step 1: Discuss the matter with their immediate supervisor within five (5) working days (with the exclusion of any days the employee is on Holiday, Bereavement Leave, Vacation or Layoff) from the time the grievance occurred. A Union Committee member may be present at this meeting if the employee so desires. The Team Leader involved shall have five (5) working days to provide an answer to the employee. If this answer is not satisfactory, the employee may proceed to the next step.

Step 2: The employee, or the Union Committee, shall submit a written copy of the grievance to the Team Leader involved within five (5) working days of receiving an answer in Step 1. The Company shall supply the triplicate forms for the grievance to be processed in writing. The Team Leader involved shall return two (2) copies of the **form** to the employee and the Union with his/her written answer, within five (5) working days of receipt of the written grievance.

If the decision at this step is unsatisfactory, the employee may proceed to step 3.

Step 3: Within five (5) working days of the answer given the employee in Step 2, the Union Committee member may request a meeting with the Plant Manager or his/her designate for purposes of settling the grievance satisfactorily. This meeting shall be held within three (3) working days of the request, and not more than two (2) such meetings may be called in any one (1) calendar month. At this meeting a full-time representative of the Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL-CIO-CLC) International or an outside Company representative, or both, may be present.

Time limits mentioned in this ARTICLE may be waived by mutual agreement between the Company and the Union. If the grievance time limits mentioned are *not* observed by the employee, the

grievance shall be considered null and void; if the time limits mentioned are not observed by management, the Union may proceed to the next step.

In the event the grievance is not settled satisfactorily, the grievance may be referred to arbitration.

20.05 Any grievance settled in favour of the employee shall be paid immediately upon settlement.

Article 21

ARBITRATION

21.01(a) Step 1: In the event arbitration is to be invoked, the request must be made in writing to the other party within thirty (30) working days or such further period as is mutually agreed upon by the Company and the Union.

Step 2: As soon as the Arbitrator has been appointed, he/she shall meet as soon as possible to hear the evidence and receive the representation of both parties.

(b) The Arbitrator shall not have jurisdiction to alter or change the provisions of this Agreement or to substitute new provisions in lieu thereof, nor to give a decision inconsistent with the terms or provisions of this Agreement. It shall, however, have authority to alter or amend a disciplinary penalty.

(c) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

(d) Each of the parties hereto shall share the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Arbitrator.

(d) At any stage of the grievance procedure, including arbitration, the conferring parties may have the active assistance of the employee or employees concerned, and any necessary witnesses. All reasonable arrangements shall be made to permit

the Arbitrator *to* have access to the plant to view disputed operations, and to confer with the necessary witnesses.

- (e) No grievance shall be considered by the Arbitrator unless it has been properly carried through all previous steps of the grievance procedure.

Article 22

MANAGEMENT RIGHTS

22.01 Subject to the terms of this Agreement, the Union agrees it is the exclusive function and the right of the Company to manage its plant, to maintain order, discipline and efficiency, to direct the working force, including the right *to* hire, suspend or discharge for just cause, to assign and reassign employees to jobs, transfer employees from department to department, to increase or decrease the working force; to determine the products *to* be handled, produced, processed or manufactured; to determine the schedule of production and methods, processes and means of production for handling of its products.

Article 23

CONTRACTING OUT WORK

- 23.01(a) The Company will not contract out work customarily performed by bargaining unit employees on the Company's premises unless:
 - (i) Plant employees are not qualified by reason of lack of skill or experience to do the work required, or
 - (ii) The necessary tools or equipment are not available at the plant, or
 - (iii) Such work cannot be completed by plant employees within required time limits.
- (b) At least seven (7) days before contracting out such work, the Company will meet with the Union Committee *to* explain to them the kind of work to be contracted, why it is necessary to contract such work, and the approximate time which will be

required to perform the work. The above notice will not be applicable in cases of breakdown or other exceptional situations requiring immediate attention.

Article 24

GROUP LIFE, HEALTH, DISABILITY AND PENSION PLANS

24.01 The Company agrees to continue for the duration of this Agreement the Group Life, Health, Disability and Pension Plan benefits as negotiated between the parties. Except for the Dental Plan, which is partly contributory, the Company agrees to pay the costs of providing the coverage mentioned in this Article, Eligibility for benefits is governed by law or the policies in effect with the insurance plan carrier. Coverage of each of the Plans will be set forth in the booklets available for each employee.

24.02 Pension Plan

The pension plan provides the following benefits for all eligible employees on a non-contributory basis for employees:

(a) Past Service Pension

All employees with continuous service prior to June 23, 1974, will be given at least \$8.00 per month per year of service, including the pension purchased by the employee.

(b) All employees with continuous service from June 23, 1974, until June 22, 1976, will be given \$8.00 per month per year of service.

(c) All employees with continuous service from June 23, 1976, until June 22, 1977, will be given \$9.00 per month per year of service.

(d) All employees with continuous service from June 23, 1977, until June 22, 1979, will be given \$11.00 per month per year of service.

- (e) **All employees with continuous service from June 23, 1979, until June 22, 1980, will be given \$11.50 per month per year of service.**
- (f) **A pension benefit of \$12.50 per month, per year of service for an employee with continuous service from June 23, 1980, until June 22, 1981, shall apply. A pension benefit of \$13.00 per month per year of service for an employee with continuous service from June 23, 1981, until June 22, 1982.**
- (g) **A pension benefit of \$15.00 per month, per year of service for an employee with continuous service from June 23, 1982, until June 22, 1984.**
- (h) **A pension benefit of \$16.00 per month per year of service for an employee with continuous service from June 23, 1984, until June 22, 1985; and \$17.00 per month per year of service for an employee with continuous service until June 22, 1987.**
- (I) **A pension benefit of \$18.00 per month per year of service for an employee with continuous service from June 23, 1987, until June 22, 1988.**
- (j) **A pension benefit of \$20.00 per month per year of service for an employee with continuous service from June 23, 1988, until June 22, 1989; and \$22.00 per month per year of service for an employee with continuous service from June 23, 1989, until June 22, 1990.**
- (k) **A pension benefit of \$25.00 per month per year of service for an employee with continuous service from and after June 23, 1990.**
- (l) **A pension benefit of \$26.00 per month per year of service for an employee with continuous service from and after June 23, 1997.**
- (m) **A pension benefit of \$28.00 per month per year of service for an employee with continuous service from and after June 23, 1997.**

- (n) A pension benefit of \$31.00 per month per year of service for an employee with continuous service from and after June 23, 1998.
- (o) A pension benefit of \$34.00 per month per year of service for an employee with continuous service from and after June 23, 1999.
- (p) A pension benefit of \$36.00 per month per year of service for an employee with continuous service from and after June 23, 2000.
- (q) A pension benefit of \$37.00 per month per year of service for an employee with continuous service from and after June 23, 2001.
- (r) A pension benefit of \$38.00 per month per year of service for an employee with continuous service from and after June 23, 2002.
- (s) A pension benefit of \$39.00 per month per year of service for an employee with continuous service from and after June 23, 2003.
- (t) A pension benefit of \$40.00 per month per year of service for an employee with continuous service from and after June 23, 2004.
- (u) A pension benefit of \$41.00 per month per year of service for an employee with continuous service from and after June 23, 2005.

24.03 Work-Related Benefits

- (a) The Company will pay \$125.00 per year per employee towards the purchase of safety shoes. This money will not be banked.
- (b) If glasses are broken at work, the Company will pay for their replacement, provided safety glasses are purchased.

- (c) The Company will pay \$125.00 towards the purchase of glasses in the first year of this agreement and \$150.00 in the third year of this agreement for replacement other than stipulated above.
- (d) For replacement of mechanical tools the Company will refund up to \$240.00 annually upon proof of purchase. Tool kits will be maintained to Company standards. This allowance applies to a tradesman or an apprentice only.

Article 25

LIMITATION ON STRIKES AND LOCKOUTS

- 25.01 During the life of this Agreement, no strike in connection with disputes arising hereunder shall be caused or sanctioned in the plant covered by this Agreement by the Union or by any member thereof and no lockouts shall be ordered by the Company in connection with such disputes.
- 25.02 Employees whose work is required for plant protection during any shutdown shall be permitted to perform faithfully such services without interference from the Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL-CIO-CLC) International or organization affiliated therewith, or members thereof.

Article 26

DEDUCTION OF DUES

- 26.01 The Company will deduct from the wages of each employee an amount of dues equal to the dues set by constitutional action by the Union. This deduction will be made from new employees on the first payroll and will be remitted to the Financial Secretary of the Union.
- 26.02 ASSIGNMENT OF AUTHORIZATION

TO: General Mills Canada Corporation – Midland, Ontario

I hereby assign to Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL, CIO, CLC) International Local 388 G, monthly dues as established by the Union pursuant to its Constitution, Laws

and Regulations and an initiation fee also as established by the Union pursuant to its constitution, Laws and Regulation.

Such regular dues shall be deducted from my first pay cheque. The initiation fee shall be deducted following the completion of sixty (60) working days service.

You are directed to remit such deduction to the Treasurer of the Union pursuant to the provisions of the collective bargaining agreement. I further agree that General Mills Canada Corporation shall be saved harmless for all deductions by virtue of this authorization.

Date

Signature

26.03 Payment of Union Dues

The company will pay each current month's dues to the Union Treasurer by the Fifteenth (15th) day of the month following.

Article 27

TERMS OF AGREEMENT

- 27.01 This Agreement shall become effective June 1, 2002 and shall continue in full force and effect up to and including May 31, 2006.
- 27.02 This Agreement may be amended, altered, or varied at any time by mutual consent, and any such modification, alteration or variation, to be binding, shall be in writing and signed by the parties hereto, otherwise the Agreement shall be in effect for the period of June 1, 2002 to May 31, 2006 and shall continue from year to year after that date unless either party gives notice in writing of intention to terminate the Agreement, or to enter into negotiations for the purpose of amending the Agreement, within a period of not less than thirty (30) days, and not more than ninety (90) days prior to any such yearly date of termination.
- 27.03 If notice of intention to amend is given by either party in writing pursuant to the provision of the preceding paragraph, such

negotiations shall commence not later than twenty (20) days after the date of such written notice, and if such negotiations do not result in agreement prior to the yearly date of termination of this Agreement, then this Agreement may be extended by mutual agreement between the negotiating parties for such further time as necessary in order to complete the negotiations. The Company and Union agree to exchange proposals simultaneously.

- 27.04 This Agreement and all terms and conditions thereof shall be subject to any proper legislation in regard thereto duly enacted by the statute or regulations by the Province of Ontario and this Agreement shall be from time to time modified, extended, restricted or amended to give effect thereto.
- 27.05 Any change in the schedules of working conditions will be a matter for negotiations between the Company and the Plant Committee.
- 27.06 Any change in the schedule of positions and their related rates will be a matter for negotiations between the Company and the Plant Committee.

Article 28

APPENDIX "A"

MAINTENANCE TRAINING PROGRAM

- 28.01 Maintenance Position
See Article 29, Appendix "B"

28.02 Selection of Eligibility

Maintenance Trainee position will be posted

Requirements:

-physically fit for maintenance work (applicant will be required to take a physical examination).

-obtain a passing score on BennettBB Mechanical Comprehension Test with the passing score established by joint Union and Company cooperation. The passing score will be established from a comparison

between the present maintenance department norm and the mean from the general mechanical norms as outlined in the Bennett mechanical Comprehension Test Form BB Manual. The employee holding the greatest plant seniority will be tested first. The limitation on the number of times one (1) employee is eligible for the Bennett BB Test is a maximum of two (2) times.

-Acceptance by Manpower training Branch as an apprentice for certified trade training, (Grade 10 educator level or passing score on Self Achievement Test set by the Manpower Training Branch).

28.03 Advancement

-Trainee to Apprentice I will be made by successfully passing basic 8-week schooling and completing initial 2,000 hours of in-plant training.

-Apprentice I to Apprentice II will be made by successfully passing 7-week intermediate schooling and completing a further 2,000 hours of in-plant training.

-Apprentice II to Apprentice III will be made by successfully passing 7-week advanced schooling and further 2,000 hours of in-plant training.

-Apprentice III to Maintenance Millwright will be made by completing the final 2,000 hours of in-plant training and being registered as a certified tradesman.

Limited factors on the number of apprentices to be such as laid out by the Apprenticeship and Tradesmen Qualification Act. Failure to complete the Apprenticeship Program will require that the apprentice, would leave the maintenance staff.

28.04 Any required start-up overtime will be handled by the rotating Maintenance Millwrights. If the need arises, Maintenance Millwright Days will be utilized to relieve or replace shift Millwrights.

Article 30

30.01 **All** employees will be subject to drug and/or alcohol testing after an accident or incident where there was the potential for serious injury or property damage. Should such tests be positive, disciplinary action will be taken.

ARTICLE 29
APPENDIX "B"
WAGE SCHEDULE

	June 1/02	June 1/03	June 1/04	June 1/05
MAINTENANCE				
Electronic Electrician	22.29	22.72	23.16	23.72
Electrician	21.60	22.02	22.44	22.98
Millwright	21.38	21.80	22.22	22.75
Millwright Days	21.38	21.80	22.22	22.75
Packaging Mechanic	21.38	21.80	22.22	22.75
Electrician Apprentice	16.46	16.79	17.13	17.56
Apprentice III	18.74	19.11	19.49	19.98
Apprentice II	17.86	18.22	18.58	19.05
Apprentice I	16.98	17.32	17.67	18.11
Trainee	16.10	16.42	16.75	17.16
Help Mechanic	15.51	15.82	16.14	16.54
Utility Days	17.47	17.82	18.18	18.63
MIXING				
Mixer	16.28	16.60	16.94	17.36
SHIPPING				
Shipper/Receiver	16.42	16.75	17.09	17.51
WAREHOUSE				
Warehouse "A"	15.87	16.19	16.51	16.93
Warehouse "A" Relief	15.87	16.19	16.51	16.93
MACHINE OPERATOR				
Kliklok Machine Operator	16.28	16.60	16.94	17.36
Kliklok Relief #2	16.28	16.60	16.94	17.36
Cookie KP Operator	16.28	16.60	16.94	17.36

RBG POSITIONS				
Shecter Operator	16.28	16.60	16.94	17.36
Shortening Pump Operator	15.87	16.19	16.51	16.93
Extruder Operator	15.87	16.19	16.51	16.93
Can Feeder	15.87	16.19	16.51	16.93
Capper Operator	15.87	16.19	16.51	16.93
RBG Case Piler	15.87	16.19	16.51	16.93
Lunchroom	15.51	15.82	16.14	16.54
RBG Relief #1	15.87	16.19	16.51	16.93
RBG Relief #2	16.28	16.60	16.94	17.36
Spoons	14.99	15.29	15.60	15.99
RBG Q.C. Cutters	15.15	15.45	15.76	16.15
Lab Q.C.	16.28	16.60	16.94	17.36
Shuttleworth Operator	15.39	15.70	16.01	16.41
Shuttleworth Relief	15.87	16.19	16.51	16.93
Shuttleworth Helper	15.39	15.70	16.01	16.41
Sanitation Utility	14.97	15.27	15.58	15.97
Utility Cookies	16.28	16.60	16.94	17.36
Cookie K.P. Relief	16.28	16.60	16.94	17.36
Cookie Case Packer	15.39	15.70	16.01	16.41
Cookie Case Former	14.99	15.29	15.60	15.99
Cookie Dough Puller Relief	15.67	15.98	16.30	16.71
Cookie Dough Puller	15.67	15.98	16.30	16.71
Kliklok Case Packer	15.39	15.70	16.01	16.41
Kliklok Light Assembly	14.99	15.29	15.60	15.99
Kliklok Relief #1	15.87	16.19	16.51	16.93
Promo	14.99	15.29	15.60	15.99
Painter	15.51	15.82	16.14	16.54
General Help	15.14	15.82	16.14	16.54
Thiele Piler	15.87	16.19	16.51	16.93
Thiele Piler Relief	15.87	16.19	16.51	16.93
Thiele Packer	14.99	15.29	15.60	15.99
Thiele Packer Relief	14.99	15.29	15.60	15.99
Thiele Dough Handler	14.99	15.29	15.60	15.99

<u>SNACKS POSITIONS</u>				
Topping	14.70	14.99	15.29	15.67
Packaging	14.70	14.99	15.29	15.67
Q.C. Inspector	14.95	15.25	15.56	15.95
Flow Wrap Operator	14.70	14.99	15.29	15.67
Case Piler	14.70	14.99	15.29	15.67
Ingredient Supply	14.70	14.99	15.29	15.67
Sheeter	15.40	15.71	16.02	16.42
Relief	14.70	14.99	15.29	15.67
Spare	14.70	14.99	15.29	15.67
Depositing Room Operator	14.70	14.99	15.29	15.67
Depositing Room	14.70	14.99	15.29	15.67
Prep Room	14.70	14.99	15.29	15.67
<u>SANITATION</u>				
Snacks Sani Mixer	14.97	15.27	15.58	15.97
Snacks Sani Processor	14.97	15.27	15.58	15.97
Snacks Sani Sauce	14.97	15.27	15.58	15.97
Snacks Sani Topping	14.97	15.27	15.58	15.97
Snacks Sani Cherry Picker	14.97	15.27	15.58	15.97
Snacks Sani Packaging	14.97	15.27	15.58	15.97
Snacks Sani 5-Roll	14.97	15.27	15.58	15.97
Snacks Sani Wash Area	14.97	15.27	15.58	15.97
Snacks Sani Topp/Pack	14.97	15.27	15.58	15.97
Snacks Sani Spare	14.97	15.27	15.58	15.97
RBG Sani Mixer	15.23	15.53	15.84	16.24
RBG Sani Mixer	15.23	15.53	15.84	16.24
RBG Sani Extruder	15.23	15.53	15.84	16.24
RBG Sani 5-10 Roll	15.23	15.53	15.84	16.24
RBG Sani Spoons	15.23	15.53	15.84	16.24
RBG Sani Wash Area	15.23	15.53	15.84	16.24
RBG Sani Packaging	15.23	15.53	15.84	16.24
RBG Sani 5-Roll	15.23	15.53	15.84	16.24
RBG Sani Spare	15.23	15.53	15.84	16.24

RBG AND SNACKS SANITATION:

Sanitation Crew 10 cents extra for cleaning mixer and washroom work and the extra 10 cents/hour does not follow the employee to other jobs.

AMOMONIA SYSTEMS:

Chief Operator will be paid an additional \$2.25 per hour. Shift Operators will receive an additional \$1.50 per hour.

SHIPPER RECIEVER DUTIES

Should the current duties and responsibilities of the shipper/receivers be altered, and other warehouse personnel are performing the same duties as the shipper/receivers, these warehouse personnel will receive shipper/receiver rate of pay.

BAKERY, CONFECTIONARY, TOBACCO WORKERS AND GRAIN MILLERS (AFL-CIO-CLC)	GENERAL MILLS CANADA CORPORATION
Reg Firth	Janet Charlebois
Don Maldeis	Christine Dobell
Barb Duval	Jim Millington
Vicki McMartin	

58

SCHEDULES

Contractholder: General Mills Canada

For Midland Union employees and their dependents

Revised

Date: June 1, 2002

Group Contract

No.: 4157/7144

**IMPORTANT: Keep these Schedules in the front cover
pocket of your booklet.**

SCHEDULE

EMPLOYEE LIFE INSURANCE BENEFIT

Position	Amount
All eligible active employees with:	
6 months to 5 years of service	\$18,000
5 years to 10 years of service	\$24,000
10 years or more of service	\$30,000
All eligible retirees who retire on or after June 1, 1999:	\$10,000

Note:

- Upon attainment of age 65 your Amount of Employee Life Insurance will reduce to 50% (but not less than \$10,000) and if applicable will further reduce to \$10,000 upon retirement.

**EMPLOYEE ACCIDENTAL DEATH
AND DISMEMBERMENT BENEFIT**

SCHEDULE

**EMPLOYEE ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFIT**

Position	Amount
All eligible active employees with:	
6 months to 5 years of service	\$18,000
5 years to 10 years of service	\$24,000
10 years or more of service	\$30,000

Note:

- Your Amount of Employee Accidental Death and Dismemberment will reduce by 50% at age 65 and will terminate at retirement.

SCHEDULE

EMPLOYEE WEEKLY DISABILITY BENEFIT

Position

Amount

All eligible active employees
under age 65:

66 2/3% of weekly Earnings,
rounded to the next higher
dollar.

Waiting Period:

Accident:

0 days

Illness:

3 days

Illness, if hospitalized
or outpatient surgery
is performed:

lesser of 3 days or period
prior to hospitalization

Benefit Duration:

39 weeks

Note:

- Earnings are based on your hourly wage at the time your absence began, times 40 hours.
- **A** retroactive change in Earnings will be deemed to be effective on the date the change was determined.

SCHEDULE

DENTAL CARE BENEFITS

Position

All eligible active employees and their dependents:

COVERED CHARGES

(See Benefit Description for Coverage Details)

ROUTINE CARE.....DENTURES.....ORTHODONTICS

Fee Guide

Payments under this plan will be based on the current Dental Association Suggested Fee Guide of the Province of Ontario.

Amount

Calendar Year Deductible

Nil

Percentage Payable

Routine Care	100%
Dentures	100%
Orthodontics	100%

Benefit Maximums

Routine Care and Dentures (combined)	\$1,500 per calendar year
---	------------------------------

Orthodontics	\$1,000 per lifetime
--------------	-------------------------

SCHEDULE

HEALTH CARE BENEFITS

Position

All eligible active employees and their dependents:

COVERED CHARGES

(See Benefit Description For Coverage Details)

HOSPITAL.....HEALTH PRACTITIONERS
 AMBULANCE.....OUT-OF-HOSPITAL NURSING
 DENTAL CARE FOR ACCIDENTAL INJURY.....
 DIAGNOSTIC LABORATORY AND **X-RAY** EXPENSES
 DRUGS.....DURABLE MEDICAL EQUIPMENT AND
 SUPPLIES.....OUT-OF-PROVINCE
 FOOT CARE.....PHYSIOTHERAPY.....VISION CARE

Amount

Calendar Year Deductible

Nil

Percentage Payable

All Covered Charges

100%*

* 50% for Orthopedic Shoes that are not part of a brace or splint.

SCHEDULE**HEALTH CARE BENEFITS**

Amount

Drug Benefit Maximums for

Nicorettes

\$550 one time
maximum per lifetime

Hospital (Within Home Province)

Room and Board Limit

semi-private*

Health Practitioners' Benefit
Maximum (per calendar year)Chiropractor, Osteopath,
Naturopath, Podiatrist,
Masseur or Physiotherapist\$8 per visit up to a
maximum of 20 visits
per type of practitioner

Speech Therapist

\$200 per calendar year

Psychologist

\$50 for the first visit and
\$10 for every subsequent visit
to a maximum of 10 visits

- * This limit will not apply if a private room is necessary to isolate a patient because of the patient's communicable disease.

SCHEDULE

HEALTH CARE BENEFITS

Amount

Out-of-Province Benefit Maximum

Emergency Care

Hospital Room and Board Limit

In Canada

semi-private

Out of Canada

\$25 per day

On Referral

Benefit Duration

60 days

Hospital Room and Board Limit

\$100 per day

Vision Care Benefit Maximums (in any 24-month period)

Lenses and Frames or

Contact Lenses

\$150*

*

Includes dispensing fees charged by a licensed optometrist.

YOUR GROUP BENEFIT PACKAGE



.....
GENERAL MILLS

69

MIDLAND UNION HOURLY EMPLOYEES

Revised June 1, 2002

THIS BOOKLET CONTAINS IMPORTANT INFORMATION AND SHOULD
BE KEPT IN A SAFE PLACE FOR FUTURE REFERENCE

00448(09)

INDEX

	Page
Schedules	Front Cover Pocket
General Provisions	
Employee Eligibility	1
Dependent Eligibility	2
Effective Date of Coverage	3
Temporary Absence From Work	4
Termination of Coverage	6
Continuation of Health Care and Dental Care	
Benefits for Incapacitated Children	6
Important Information (MIB)	7
Benefit Descriptions	
Employee Life Insurance	8
Employee Accidental Death and Dismemberment	10
Employee Weekly Disability	15
Dental Care	18
Health Care	23
Coordination of Benefits	30
Claim Provisions	
How to Claim	32
Beneficiary	32
Proof of Loss	33

GENERAL PROVISIONS

Employee Eligibility

To be eligible for coverage you must be:

- an active, permanent employee of an Employer covered under this plan, working full-time for at least 35 hours per week and not working on a seasonal basis; or a retired employee, certified as such by **an** Employer covered under this plan;
 - in a class shown in the Schedule; and
 - covered under a Provincial Health Insurance Plan.

You will become eligible for coverage on the later of:

- the Effective Date of this plan; or

With regard to Maintenance Regular employees: on the first of the month following completion of 120 days of continuous service.

With regard to Other Regular employees: on the first of the month following completion of 1,200 hours of service in a 12 month calendar year.

Dependent Eligibility

To be eligible for coverage your dependent must be insured under a Provincial Health Insurance Plan.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon becoming your dependent.

You must be covered in order for your dependents to be covered.

A person may not be covered for Health Care and Dental Care Benefits as a dependent of more than one employee; or both as an employee and as a dependent.

Dependent means a spouse or unmarried child under 21 (**25**, if regularly attending school and solely dependent upon the employee for support).

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; except that, a person living with the employee will be deemed to be the employee's spouse, if such person is publicly represented as the employee's spouse.

Child means:

- a natural or legally adopted child; or)
- a step-child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent-child relationship.

Effective Date of Coverage

To be covered for Dental Care Benefits you must make written request to your Employer. These Benefits will then become effective on the later **of**, the date:

- of eligibility;
- you make written request, if you make it within 31 days after the date **of** eligibility; or
- evidence **of** good health satisfactory to Maritime Life and the Administrator, if required, is approved.

If your written request for coverage is made more than 31 days after the date of eligibility, evidence of good health satisfactory to Maritime Life and the Administrator must be provided for you and your dependents, at your expense.

All other Benefits will become effective on the date of eligibility.

For Dental Care Benefits, if you declined coverage when first eligible but are accepted on a later request, you will be limited to a maximum benefit of \$100 per covered individual in the first 12 months of coverage.

If you are absent from work because of disability due to illness or injury on the date your coverage, or any increase in your coverage, would otherwise become effective, such coverage will not become effective until the date you return to active full-time work for **1 full** day.

Coverage, or any increase in coverage, for your dependent (other than a new-born child who becomes covered within 31 days of becoming eligible) who is confined in a hospital because of illness or injury on the date such coverage would otherwise become effective, will not become effective until the date such dependent is no longer *so* confined.

Temporary Absence From Work

With respect to Employee Life Insurance Benefit and Employee Accidental Death and Dismemberment Benefits

You and your dependents may continue to be covered at your Company's option, if your absence from active work is not due to termination of employment but due to temporary lay-off, disability, temporary leave or maternity leave but not beyond the later of (A) the end of the contract month specified below following the month in which such absence began or (B) the period you are receiving weekly disability benefits:

Years of Service Prior to Date Employee Ceased Active Work	Maximum Number of Months for Continuing Coverage
1 year to 2 years of service	2
2 years to 3 years of service	4
3 years to 4 years of service	6
4 years to 15 years of service	12
15 years or more of service	24

However, if you are absent from work on account of disability and you are receiving Worker's Compensation benefits, your coverage will be continued for the same period of time as is applicable to **an** employee having 15 years or more of service with the Company.

In no event shall your coverage, when you are absent from work on account of disability, be continued until the date Maritime Life is furnished with written proof of total disability.

With respect to all other benefits

You and your dependents may continue to be covered at your Company's option, if your absence from active work is not due to termination of employment but due to:

- illness, pregnancy or injury, but not beyond age **65** (or for up to **12** months, if such employee is age **64** or older and eligible for coverage); or
- temporary lay-off or leave, but not beyond the end of the contract month specified below following the contract month in which such absence began, for all benefits except for Weekly Disability Benefits:

Years of Service Prior to Date Employee Ceased Active Work	Maximum Number of Months for Continuing Coverage
1 year to 2 years of service	2
2 years to 3 years of service	4
3 years to 4 years of service	6
4 years to 15 years of service	12
15 years or more of service	24

However, if you are absent from work on account of disability and you are receiving Worker's Compensation benefits, your coverage will be continued for the same period of time as is applicable to an employee having **15** years or more of service with the Company.

Termination of Coverage

Coverage for you and your dependents will terminate on the earlier of the date:

- you retire, unless otherwise indicated in the Schedule;
- your employment terminates or you cease active work, except as noted under the Temporary Absence From Work provision;
- you cease to be a member of an eligible class;
- premium payments cease; or
- this plan is discontinued.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to the Administrator within 31 days after such date that such child:

- is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- became so incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to the Administrator, as required, but not more often than yearly.

Important Information

Medical Information Bureau (MIB)

The MIB **is** a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members.

Maritime Life or its reinsures may periodically report information to the MIB. If you apply to receive life **or** health insurance coverage from another MIB member company **or** submit a claim for benefits to such a company, the MIB upon request will supply the other insurer with the information on file.

Maritime Life or its reinsures may also release information in its file to other life and health insurance companies to whom you may apply for insurance or submit a claim for benefits. All Information obtained will be treated as confidential.

Upon your request, the MIB will arrange disclosure of any information it may have in your file. **If** you question the accuracy of information in the Bureau's file, you may contact the MIB and seek a correction. Their address is: Medical Information Bureau, 330 University Ave, Suite 501, Toronto, Ontario, M5G 1R7. Tel: **(416) 597-0590**.

EMPLOYEE LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Employee Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Disability Provision

If you:

- become 'Totally and Permanently Disabled while covered;
- continue to be so disabled for the next 9 months; and
- are under age **65**;

the Employee Life Insurance for which you were covered at the time you became so disabled will continue while you are so disabled, but not beyond age 65, subject to any reduction or termination indicated in the Schedule due to a change in class. You must submit proof satisfactory to Maritime Life, within 12 months of the date you cease active work, that you are so disabled. Upon approval, no further premium will be required but from then on you must submit proof satisfactory to Maritime Life, as required, that you are still so disabled.

Totally and Permanently Disabled means that solely because of an illness or injury, you are, and will continue to be, unable **to** work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

Conversion Option

If your Employee Life Insurance terminates because your employment or class membership terminates or because you no longer qualify for coverage under the Disability Provision, or because this Benefit is discontinued, then on or before your 65th birthday, you may convert up to 100% of the terminated amount, less any amount of group life insurance for which you may become eligible within 31 days of the date of the termination.

You may convert to individual:

- ordinary life plan then being issued by Maritime Life;
- one-year convertible term insurance (if you have not passed your 65th birthday); or
- term insurance to age 65.

In no event may the converted policy exceed \$200,000, nor may it include disability or other added benefits.

You must apply in writing and pay the first premium to Maritime Life within 31 days of the date your insurance terminates. The premium rates will be based on your age and class of risk at the time of conversion. No medical examination or health questionnaire will be required.

Extension of Benefit

If you die within 31 days of the date your Employee Life Insurance terminates, the amount you could have converted will be paid as a death benefit under this plan even if you did not apply for conversion,

**EMPLOYEE ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFIT**

(See Schedule for Amount)

1. Table of Benefits

For Loss Of or Permanent and Total Loss of Use Of	Percentage Of Amount Insured
■ Life	100%
■ Both Hands	100%
■ Both Feet	100%
■ Entire Sight of Both Eyes	100%
■ One Hand and One Foot	100%
■ One Hand and the Entire Sight of One Eye	100%
■ One Foot and the Entire Sight of One Eye	100%
■ Speech and Hearing	100%
■ One Arm	75%
■ One Leg	75%
■ One Hand	66 2/3%
■ One Foot	66 2/3%
■ Entire Sight of One Eye	66 2/3%
■ Speech or Hearing	50%
■ Thumb and Index Finger of Either Hand	33 1/3%
■ Hearing in One Ear	16 2/3%
■ Quadriplegia (Complete paralysis of both upper and lower limbs)	100%
■ Paraplegia (Complete paralysis of both lower limbs)	100%
■ Hemiplegia (Complete paralysis of upper and lower limbs of one of one side of body)	100%

No more than the largest percentage shown for a body member will be paid for the loss of more than one part thereof.

Not more than 100% will be paid for all losses sustained in any one accident.

Loss of an arm or leg means severance at or above the elbow or knee joint; loss of a hand or foot means severance at or above the wrist or ankle joint; loss of a thumb or index finger means severance of the entire digit; loss of sight, speech, hearing or loss of use means loss that is total, cannot be recovered, lasts at least 1 year and is deemed to be permanent.

Loss as used with reference to quadriplegia, paraplegia and hemiplegia means the permanent and irrecoverable paralysis of such limbs.

2. Exposure and Disappearance

Loss due to exposure will be deemed to be accidental if the exposure was a direct result of an accident.

If you disappear as a direct result of the accidental disappearance, wrecking or sinking of the conveyance in which you were an occupant, accidental death will be deemed to have occurred; provided, there is no evidence within 1 year thereafter that you are still alive.

3. Limitations

No amount will be paid for a loss that results from or is contributed by:

- illness or disease of any kind;
- infection, unless the result of an accidental wound;
- medical or surgical treatment of other than an accidental injury;
- war, whether declared or not;

3. Limitations (continued)

- insurrection, rebellion or participation in a riot or civil commotion;
- suicide or attempt thereat, while sane or insane;
- self-inflicted injury, while sane or insane; or
- your commission of, or attempt to commit, an assault or a criminal offence.
- travelling or flying in, or descending from, any kind of aircraft, except as a passenger with no duties whatever on an aircraft being used solely for the transportation of passengers or passengers and cargo and which is not owned, operated or leased by the Contractholder.

4. Rehabilitation

If injury caused by an accident requires that you undergo special training in order to be qualified to engage in a special occupation in which you would not have engaged except for such injury, Maritime Life will pay the reasonable and necessary expense incurred for such training by you within 2 years of the date of the accident subject to a maximum amount of \$2,500 as the result of any one accident.

Payment shall not be made for travelling or clothing expenses, nor for room, board or other ordinary living expenses.

5. Repatriation

If injury results in the loss of life of an employee within 1 year of the date of the accident, Maritime Life will pay the actual expense incurred for preparing the deceased for burial or cremation and the shipment of the remains to the city of residence of the deceased, subject to a maximum amount of \$2,500.

6. Occupational Training

If injury results in the loss of your life and if at the time of such loss your spouse is insured hereunder, Maritime Life will reimburse your spouse for the actual educational expense incurred for retraining to allow your spouse to pursue a gainful occupation if your spouse was not gainfully employed on a full-time basis outside the home at the time of such loss. Reimbursement under this part will not be paid after 3 years from the date of such loss of life and is subject to a maximum of \$2,500.

7. Waiver of Premium

If you, prior to your 65th birthday and while insured hereunder become totally disabled as a result of bodily injury or sickness and such disability has continued for a period of 6 months and has prevented you from engaging in any business or occupation and from performing any work for remuneration or profit, your insurance will continue without payment of premium during the continuance of such total disability while this contract is in force.

The amount which shall apply with respect to you shall be the amount applicable at the date of the commencement of total disability or the amount applicable to other employees of the same position, if such amount is subsequently reduced, whichever is the lesser.

The insurance provided under this section shall terminate on the earliest of the following dates:

- the date you cease to be totally disabled;
- the date your insurance would otherwise have terminated according to the Termination of Insurance section of this contract;
- upon your failure to provide due proof of total disability to the Head Office of Maritime Life on the demand of Maritime Life.

7. Waiver of Premium (continued)

Written notice of such disability must be given to Maritime Life at its Head Office during your lifetime and the continuance of such total disability. Failure to give such notice shall not invalidate any claim if it shall be shown that such notice was given as soon as was reasonably possible. Due proof of such total disability must be submitted to the Head Office of Maritime Life. Although proof of total disability may have been accepted by Maritime Life as satisfactory, **you shall at any time, on demand from Maritime Life, furnish due proof of the continuance of such total disability.** At the option of Maritime Life, proof of the continuance of such total disability may include an examination by a medical examiner designated by Maritime Life. Proof of the continuance of such total disability shall not be required by Maritime Life more than once each year after such total disability has continued for 2 full years.

In no event shall total disability be considered to have commenced more than 1 year before the date of receipt of due proof of such disability by Maritime Life.

8. Aggregate Limit of Indemnity

The Aggregate Limit of Indemnity is \$2,000,000 and is the Limit of Indemnity for which Maritime Life shall be liable under this contract for all losses arising out of any one aircraft accident. In the event said Limit of Indemnity for any one aircraft accident is insufficient to pay the full amount of indemnity to you, then the amount payable to you shall be in the proportion that the Limit of Indemnity for any one aircraft accident bears to the total amount of insurance that would have been payable except for such Limit of Indemnity.

EMPLOYEE WEEKLY 'DISABILITY BENEFIT

(See Schedule for Amount)

If you become Disabled while covered and are:

- seen by, and treated by, a licensed doctor (M.D.); and
- absent from work for more than the Waiting Period;

weekly benefit payments will be made to you for the period following the later of:

- the date you are first seen by, and treated by, a licensed doctor (M.D.); or
- the end of the Waiting Period;

for as long as you are Disabled and under the ongoing care of a licensed doctor (M.D.), but not beyond the Benefit Duration, regardless of any subsequent termination of coverage due to lay-off or termination of employment.

Disabled means that solely because of either an illness or accidental injury, you cannot perform your job duties.

Subsequent Disability

A new Waiting Period and Benefit Duration will start, if you return to active full-time work for:

- a period of 2 weeks before you again become Disabled because of the same or a related cause; or
- 1 full day before you again become Disabled because of a different or an unrelated cause.

Third Party Liability

If you receive disability benefit payments under this plan for loss of income for which there may be a cause of action against a third party, you will be required to complete a Reimbursement Agreement. This will entitle Maritime Life to be reimbursed for any amount(s), including interest you recover from a third party for:

- loss of income; or
- medical or dental expenses;

which together with any amount(s) paid or payable under any of the Benefits of this plan, would exceed your actual loss.

Following notification to Maritime Life of payment by a third party of any judgement or settlement, further disability benefit payments under this plan will terminate until Maritime Life has been reimbursed the amount set out in the Reimbursement Agreement.

If a lump sum payment is made under judgement or settlement for loss of future income, no further disability benefits will be paid until such time as the **sum** of the benefit payments otherwise payable equals the amount of such lump sum.

Limitations

No benefit will be paid for:

- any day you do any kind of work for pay or profit;
- illness or injury for which benefits are payable under the Quebec Automobile Insurance Act;
- the period you are entitled to pregnancy leave of absence by statute, contract or employer agreement; or
- any disability covered under any Workers' Compensation Law.

No benefit will be paid for any Disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- your commission of, or attempt to commit, an assault or a criminal offence.

The Administrator may require you to report for a medical examination as often as is reasonable, by a licensed doctor (M.D.) of their choice. Failure to report for a medical examination may result in termination of your benefit payments.

DENTAL CARE BENEFITS

(See Schedule for Amount)

Percentage Payable

This is the part of Covered Charges that the Administrator pays.

Covered Charges are charges up to the amount shown in the Suggested Fee Guide for needed dental care, services or supplies, as described below, and received while the person is covered, for either a disease or injury that is non-occupational:

Routine Care

Charges up to the Benefit Maximum for:

- oral exams:
 - complete exam, but not more **than** once every 24 months;
 - recall exams, but not more **than** twice per calendar year;
- scaling (including periodontal scaling), but not more than 10 units per calendar year;
- cleaning of teeth and topical applications of sodium or stannous fluoride, but not more than twice per calendar year;
- consultations with another dentist;
- professional visits after hours;
- emergency or palliative services;
- pit and fissure sealants, but not more than once every 3 years, for molars and bicuspid for children;

Routine Care (continued)

- dental x-rays;
- fillings (including white fillings);
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- anaesthesia and its administration;
- prefabricated full coverage restorations for primary teeth;
- repair, relining or rebasing of dentures;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

Dentures

Charges up to the Benefit Maximum for:

- first installation, including adjustments, of partial permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth;
- denture adjustments that occur more than 3 months after installation;
- replacement of existing partial or full removable dentures, if it:

Dentures (continued)

- was installed at least 5 years before and cannot be made serviceable; or
- is a temporary full denture which replaces 1 or more natural teeth and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed; and
- addition of teeth to an existing partial denture, if required to replace 1 or more natural teeth.

Orthodontics

Charges up to the Benefit Maximum for:

- diagnostic procedures, including models;
- therapy and appliances; and
- correction of malocclusion.

Other Practitioners

Dental care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising ~~within~~ the scope of his license.

Other Practitioners (continued)

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the Province where the charges are incurred; or
- the Fee Guide for dentists.

Reasonable and customary charges by an anaesthetist for the administration of a general anaesthetic in connection with a covered dental procedure will be deemed to be Covered Charges.

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300, proposed details and x-rays should be submitted to the Administrator for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of Treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of coverage, there would be no charge;
- prefabricated full coverage restorations on permanent teeth;
- oral hygiene instruction or nutritional counselling;
- bridgework;
- inlays, onlays, gold fillings and crowns;
- protective athletic appliances;
- a **full** mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- dentures, and the fitting thereof which were ordered while the person was not covered, or which were ordered while the person was covered but which were finally installed or delivered after this Benefit is discontinued or more than 31 days after termination of coverage for any other reason; or
- replacement of a lost or stolen prosthesis.

HEALTH CARE BENEFITS

(See Schedule for Amount)

Percentage Payable

This is the part of Covered Charges that the Administrator pays.

Covered Charges are reasonable and customary charges for needed medical care, services or supplies, as described below, and received while the person is covered, for either an illness or injury that is non-occupational or for pregnancy :

1. Hospital (Within Home Province)

- Daily charges in excess of the ward rate up to the Room and Board Limit plus user fees.
- A hospital is a place that:
 - chiefly provides inpatient medical care of the injured, sick or chronically ill;
 - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
 - is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

2. Ambulance

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service, including air or rail ambulance service subject to prior approval of the Administrator, to transport the covered person:

- a from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- a directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- a from a hospital to a convalescent hospital.

3. Out-of-Hospital Nursing

Charges for home nursing care, by a registered nurse (R.N.) who:

- a is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N.

4. Health Practitioners

Charges, up to the Benefit Maximum, by a practitioner who is registered and legally practising within the scope of his license as:

- a a chiropractor, osteopath, naturopath or podiatrist;
- a a physiotherapist, psychologist or masseur when treatment is prescribed by a licensed doctor (M.D.) as to duration and type; or

4. Health Practitioners (continued)

- a speech therapist, when treatment is prescribed by a licensed doctor (M.D.), as to duration and type and only for speech loss or impairment due to illness (or surgery on account of illness) other than mental, psychoneurotic or personality disorder, however, if the condition is due to congenital abnormality, corrective surgery must have been performed prior to therapy.

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

5. Dental Care For Accidental Injury

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered.

6. Diagnostic Laboratory and X-Ray Expenses

7. Drugs

Charges for drugs, including oral contraceptives and allergy serum prepared especially for a patient, obtainable only upon a licensed doctor's (M.D.) or licensed dentist's prescription and dispensed by a registered pharmacist. Charges for viagra will be excluded.

Coverage for drugs also includes the following:

- | | | |
|-------------------|------------------|------------------|
| ■ Bentytol | ■ Dycholium | ■ Myochryisine |
| ■ Cholelyl | ■ Isosorbide | ■ Persantine |
| ■ Drixoral | ■ Insulin | ■ Propine |
| ■ Colchicine | ■ Digoxin | ■ Lanoxin |
| ■ Isordil | ■ Isopto Carpine | ■ Theolair |
| ■ Betaloc Durules | ■ Biquin Durules | ■ Nitroglycerine |

7. Drugs (continued)

- Theophylline or Aminophylline
- Probenecid or Benemid
- Potassium Chloride
- Accutane
- Nicorettes up to a one time maximum of \$550

8. Durable Medical Equipment and Supplies

Charges for supplies and the rental of or, at the Administrator's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:

- hospital beds, wheelchairs, canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses such as artificial limbs and eyes; including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;
- intra-uterine devices inserted by a physician;
- diabetic supplies;
- kidney dialysis equipment;
- contact lenses or glasses following cataract surgery (limited to 1 pair per lifetime); and
- splints, casts, catheters, and hypodermic needles;

but excluding personal comfort, convenience, exercise, safety, self-help or environmental control items, or items which may also be used for non-medical reasons, such as, but not limited to:

- heating pads or lamps, communication aids, air conditioners or cleaners, and whirlpool baths or saunas.

8. Durable Medical Equipment and Supplies (continued)

Before incurring any major expenses you should submit details to the Administrator to determine to what extent benefits are payable. In any event, a letter will be required from a licensed doctor (M.D.) describing the nature of the disability and the type, medical need and estimated duration of any required durable medical equipment.

9. Out-of-Province

Emergency Care

Charges incurred while travelling or vacationing outside the covered person's home Province for periods of not more than 6 weeks, provided part of the charge is payable under the covered person's Provincial Health Plan, that are:

- hospital charges, but not beyond the Hospital Maximum Stay, for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan for:
 - a licensed doctor (M.D.);
 - professional licensed ambulance service, including air or rail ambulance service, to transport the covered person back to a hospital within such person's home Province, provided prior approval is obtained from the Administrator; and
 - blood, blood products and their transfusion.

On Referral

Charges incurred for care unavailable in Canada, when referred by a licensed doctor (M.D.) and approved in advance by the Administrator, provided part of the charge is payable under the covered person's Provincial Health Plan, but not beyond the Benefit Duration, that are:

- hospital charges for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan, for:
 - a licensed doctor (M.D.); and
 - blood, blood products and their transfusion.

10. Vision Care

Charges for lenses and frames, or for contact lenses (including prescription sunglasses), when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximum. No amount will be paid for safety glasses or anti-reflective coatings.

11. Foot Care

Charges up to the Benefit Maximums for:

- orthopedic shoes not part of a braces or splint, when recommended by a licensed doctor (M.D.); and
- arch supports, orthotic devices, lifts, wedges, Dennis Browne Splints and shoes purchased and used in the application of such splints., when recommended by a licensed doctor (M.D.) or podiatrist.

Limitations

No amount will be paid for care, services or supplies:

- if payment is prohibited by law;
- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- for dental work, except as provided under Dental Care For Accidental Injury.

No amount will be paid for any charge incurred that **results from** or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot *or* civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offence.

**COORDINATION OF BENEFITS
(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)**

If a person covered under this plan is also covered under another plan, benefits under all plans are adjusted so as to limit the combined payment to 100% of the total allowable expense.

The manner in which this is done is to determine which plan pays first (and thus determine where to submit the claim first) and which plan(s) pays next.

The plan that does not have a coordination of benefits provision pays before the plan that does (most, if not all, Insurance Company plans have such a provision).

The plan that covers the person as:

- other than a dependent pays before the plan that covers such person as a dependent; or
- a dependent child of the parent, covered as an employee or member, whose birthday occurs first during the calendar year, pays first.

If priority cannot be established in the above manner, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, the Administrator may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed; or

**COORDINATION OF BENEFITS (continued)
(HEALTH CARE AND DENTAL CARE BENEFITS
ONLY)**

- pay to or recover from any other person, corporation or organization any excess payment; any payment so made will be deemed to be benefits paid and, to the extent of such payments, will fully discharge the Administrator from all liability under this plan.

Allowable expense means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

Plan means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental care coverage, or student accident insurance.

CLAIM PROVISIONS

How to Claim

Claim forms are available from your Employer. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to Maritime Life for Health and Dental Care Benefits, and to your Employer for all other benefits.

At the Administrator's option, you may by written request direct that all or part of the benefits for Health Care and Dental Care Benefits be paid directly to the hospital or person rendering such care.

Beneficiary

For employee death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the headquarters of the Contractholder; or
- Maritime Life's Head Office;

to take effect as of the date such request was executed, but without prejudice to Maritime Life for any payments made before such request is received at its Head Office.

100

Proof of Loss

Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to Maritime Life within:

- 6 months after the date of death under the Death Provision for Life Insurance Benefits;
- 12 months after the date the employee ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits;
- 6 months after the date of the loss for Accidental Death and Dismemberment Benefits;

or to the Administrator while the Benefit is in force and within:

- 6 months after the start of Disability for the Employee Weekly Disability Benefit;
- 18 months after the date of the loss, for Health Care and Dental Care Benefits.

Legal action to recover benefits under this plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

Maritime Life and the Administrator shall have the right and opportunity to examine any person whose injury or illness is the basis of claim, when and as often as it may reasonably require during the pendency and payment period, if any, of such claim.

The benefits described under this plan may be revised from time to time or discontinued. Detailed information about benefits or other provisions of the contract(s) or copies of those provisions may be obtained from your Employer.

The Employee Weekly Disability Benefit, Health Care Benefits and Dental Care Benefits described in this booklet are not insured but are payable from the funds of your Employer. Maritime Life, however, will administer all benefit payments.

103 ✓