

Collective Agreement

between

A Votre Santé

Neilsondairy

To Your Health.

and



September 21, 2008 00578 (07)

TABLE OF CONTENTS

Article 1 - Recognition.....	1
Article 2 - Management Rights.....	3
Article 3 - Union Security.....	4
Article 4 - Grievance And Arbitration Procedure.....	7
Article 5 - Discharge And Discipline.....	11
Article 6 - Strikes Or Lockouts.....	13
Article 7 - Seniority.....	13
Article 8 - Job Postings And Vacancies.....	18
Article 9 - Hours Of Work & Overtime.....	19
Article 10 - Vacations.....	23
Article 11 - Paid Holiday.....	25
Article 12 - Notice Of Absence & Leave Of Absence.....	27
Article 13 - Bereavement Leave.....	28
Article 14 - Jury Duty.....	29
Article 15 - Uniforms.....	30
Article 16 - Gender.....	31
Article 17 - Discrimination.....	31
Article 18 - General.....	31
Article 19 - Term Of Agreement.....	32
Appendix "A" Part-Time Employees & Students.....	35
Appendix "B" Wages / Classifications.....	39
Appendix "C" Health & Welfare (Pension).....	45
Letter Of Understanding #1.....	48
Letter Of Understanding #2.....	50
Letter Of Understanding #3.....	52

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COLLECTIVE AGREEMENT
This Agreement, effective the
20th day of December, 2003

Between

WILLIAM NEILSON LIMITED
Hereinafter referred to as the “Company”

And

CHRISTIAN LABOUR ASSOCIATION OF CANADA (CLAC)
Hereinafter referred to as the “Union”

ARTICLE 1 - RECOGNITION

- 1.01 The company recognizes the Union as the exclusive Bargaining agent for all employees at the Halton Hills Milk Pasteurizing Plant save and except Supervisors, persons above the rank of Supervisor, office staff, and persons covered by subsisting collective agreements.
- 1.02 It is not the intention of the Company to normally utilize persons outside of the bargaining unit to perform bargaining unit work. However, the Union recognizes that the nature of the Company's business emphasizes the need to react quickly and cost-effectively to changes that are necessary for the benefit of the business. In the event that the Company determines that it is necessary for persons outside of the bargaining unit to perform bargaining unit work, the performance of such work shall not occur without prior discussion with the Union. The Union shall be entitled to make

recommendations with respect to the manner in which such work is to be performed. In the event that the Company and the Union are unable to resolve the issue, the Company shall be entitled to take whatever steps are necessary and such action shall not be construed as a violation of this Agreement and no arbitrator, arbitration board or any other administrative tribunal shall have jurisdiction to entertain any grievance and/or complaint that may be filed as a result of the Company's decision.

1.03

- a. Full-time employees are those who normally work the hours provided for in Article 9 herein.
- b. Part-time employees are those employees who normally work thirty-two (32) hours per week or less. All matters relative to part-time employees shall be governed by Appendix "A" of this Agreement.
- c. A student employee is a person who is hired to work on a full-time basis from May 1 up to September 30 and December 1 up to and including January 15. Under no circumstances can a student employee acquire seniority under this Agreement or any Appendix thereof by reason only of his employment during such periods. All matters relative to student employees shall be governed by Appendix "A" of this agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The management of the business and the direction of the working force is a right vested solely and exclusively with the Company and the Company shall have the right to:
- a. plan, direct and control the operations;
 - b. maintain the discipline and efficiency of the employees;
 - c. establish and require employees to observe Company rules and regulations which are just and fair;
 - d. hire, layoff or assign working hours;
 - e. transfer, promote or demote employees;
 - f. suspend, discharge or otherwise discipline employees for just cause;
 - g. determine the products to be processed, manufactured or handled
 - h. study or introduce new or improved production methods and the Union agrees to co-operate with the Company in the installation of any such methods and in the education of it's members for the necessity of such changes and improvements;
 - i. establish schedules of production and the methods, processes and means of production handling and to determine the manner in which work is to be performed;
 - j. determine and establish the level of skills, ability, knowledge, competence and qualifications necessary to perform the work;

- k. introduce and establish production/performance levels that employees are expected to meet;
- l. introduce and establish incentive/performance programs. The Company will meet and discuss with the Union prior to implementation;
- m. introduce classifications and determine the appropriate hourly rates of pay and determine the necessary skills, ability, qualifications and physical competence required for all classifications. The Company will meet and discuss with the Union prior to hiring.

2.02 Without limiting the generality of the foregoing, the provisions of Article 2.01 herein shall be deemed not to exclude other functions not specifically set forth. It is understood that the Company retains all rights not otherwise specifically provided for in this Agreement.

ARTICLE 3 - UNION SECURITY

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows

- a. The Union has the right to appoint up to 6 stewards from among the employees. The stewards are representatives of the employees in all matters pertaining to this agreement. Further, the Union has the right to appoint up to 5 people from among the employees who will comprise the bargaining committee.

- b. Union Representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and of enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

- 3.02 Stewards in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of their immediate Supervisor. Permission will not be withheld unreasonably and the Employer will pay such stewards at their regular hourly rates while attending to such matters. The Company will pay the members of the bargaining committee for any regular hours lost during such negotiations, up to but not including Conciliation.

- 3.03 The Employer and the Union agree that labour-management meetings will be held for the purpose of discussing matters of mutual interest or concern.

- 3.04 There shall be no Union activity during the Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

- 3.05 Each employee must sign a dues deduction authorization form after completing his or her

probationary period. The Company, in making the aforesaid deduction, shall have the right to rely upon the signed authorization form. The Union agrees to defend and hold the Company harmless against all claims, demands and expenses, should any person at any time claim that the Company acted wrongfully or illegally in making such check-off deductions, or should any person at any time contend or claim that the Company has acted wrongfully or illegally in requiring any employee to execute an authorization to deduct Union dues form.

3.06 Deduction for Union Dues shall be as follows:

- a. The Employer shall once monthly check off from all employees, an amount equal to Union dues as set by the CLAC National Convention.
- b. The Employer shall also deduct any authorized initiation fees owing by the employee. Such authorization must be in writing by the employee.
- c. The total amount(s) checked off and/or deducted on behalf of the Union will be turned over by the Employer to the Union treasurer each month, within two (2) weeks after the check off and/or deductions are made, together with an itemized list of the employees for whom the deductions are made and the amount turned over for each employee.

- d. Employees who, because of conscientious objection, as determined by the Union's internal guidelines, cannot support the Union may apply to the Union in writing.

ARTICLE 4 - GRIEVANCE & ARBITRATION PROCEDURE

4.01 If an employee covered by this Agreement has a complaint relating to the interpretation, application or administration of this Agreement or where the employee alleges a violation of this Agreement an earnest effort will be made to settle such difference without delay in the following manner.

STEP 1

The employee involved, and the steward if the employee requests, must first discuss the grievance with the employee's supervisor and must do so within five (5) working days of the date upon which the incident giving rise to the grievance first occurred.

STEP 2

If the grievance is not settled at Step 1 and the Employee wishes to pursue the grievance, a written grievance must be submitted to the Company within five (5) working days following the verbal discussion held in Step 1. The grievance form shall be signed by the employee and a steward and shall indicate the nature of the grievance, the provision in the collective agreement alleged to have been violated and the redress sought. The Company shall give its

reply, in writing, to the grievance within five (5) working days following receipt of the written grievance. If the Company does not respond within the five (5) working days, the grievance should be considered denied.

STEP 3

If the Company's reply to the grievance is not satisfactory and the Union wishes to pursue the grievance further, the Union may give notice to the Company. Notice must be given within five (5) days from the date of the Company's reply at Step 2. The parties shall then arrange for a meeting to discuss the grievance and the Union representative may attend such meeting. If the grievor requests to be present at this meeting, they will be allowed to attend. Following such meeting the Company shall give its reply within five (5) days from the date of the meeting. If the Company does not respond within the five (5) working days, the grievance should be considered denied.

- 4.02 Should the Union desire to submit a policy grievance it must do so in writing within fifteen (15) working days of the date upon which the incident giving rise to the grievance occurred and the Company shall give its reply to the grievance in writing, within five (5) working days following receipt of the grievance. If the Company does not respond within the five (5) working days, the grievance should be considered denied.

- 4.03 Should the Company wish to submit a grievance it shall do so in writing to the Union representative and the Union shall give its reply, in writing, within five (5) working days following receipt of the grievance.
- 4.04 Should any grievance fail to be satisfactorily settled under the foregoing provisions of this Article it may be referred to arbitration by either the Company or the Union as herein provided.
- 4.05 Where a difference arises between the Company and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notice must be given in writing to the other party within ten (10) working days after the written decision is rendered at Step 3 of the Grievance Procedure and shall contain the name of three suggestions for arbitrator. The recipient of the notice shall within five (5) working days inform the other party whether any of the three proposed arbitrators are satisfactory and, if not, will suggest three other names. The party desiring arbitration will then contact the other party if necessary to resolve the choice of arbitrator. If the parties fail to agree upon an arbitrator within twenty-one (21)

working days, either party may apply to the Ministry of Labour for Ontario to appoint an arbitrator.

- 4.06 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 4.07 The arbitrator shall not have any authority to alter or amend in any way the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decision inconsistent with, or contrary to, the terms and conditions of this Agreement; or to consider any matter not covered by a provision of this Agreement.
- 4.08 The cost and expenses of the arbitrator shall be borne equally by the parties. Either party may be represented by counsel.
- 4.09 The time limits in this Article are mandatory, but may be extended by mutual agreement. Any grievance not filed or not appealed from one step of the grievance procedure to the next, or not taken to arbitration within the specified time limits shall be deemed to be abandoned.
- 4.10 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure and within the time limits specified or any agreed upon extension.

- 4.11 Employees who feel that they have been discharged without just cause may file a written grievance. All cases of discharge must be grieved within five (5) working days from date of discharge and will commence at Step 3.

ARTICLE 5 - DISCHARGE AND DISCIPLINE

5.01

- a. No employee, except employees during their probationary period, shall be discharged or disciplined except for just cause.
- b. Discharge and discipline grievances may be settled by confirming the Company's decision or by re-instating the discharged or suspended employee with compensation for time lost, less interim earnings if applicable or by any other arrangement which is just and equitable in the opinion of the Company and the Union.

- 5.02 The Company agrees that whenever an interview is held with an employee regarding his work or conduct, which becomes part of his record, the steward or a Union representative shall be present at such interview. Further, the Union representative or steward will leave the meeting if requested to leave by the employee.

- 5.03 All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall

be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One (1) copy shall be given to the employee and one (1) copy shall be forwarded to the Union within seven (7) days of the incident giving rise thereto. Failure to provide any of the copies referred to herein shall not render the discipline null and void.

5.04 The Company may discharge any employee for just cause. Without limiting the generality of the foregoing, the Company shall have the right to discipline up to and including discharge upon any of the following, or similar grounds, without notice of pay in lieu thereof:

- a. Stealing, dishonesty, willful destruction of Company property, graffiti or physical violence directed at other employees;
- b. Drinking while on duty or being under the influence of liquor or non-prescription drugs while on duty;
- c. Direct refusal to obey orders given by the proper party unless such orders jeopardize life, health, or safety of the employee.

5.05 All discipline shall be cancelled after eighteen (18) months from date of issue.

ARTICLE 6 - STRIKES OR LOCKOUTS

- 6.01 The Union undertakes and agrees that while this agreement is in operation, neither the Union nor any employee, shall take part in or call or encourage any strike, picketing, sit-down, slowdown or any suspension of, stoppage of, or interference with, work or production which shall in any way affect the operations of the Company. Nor shall there be any sympathy strikes or secondary boycotts and the Company agrees that *it* will not engage in any lockout during the term of this agreement.

ARTICLE 7 - SENIORITY

- 7.01 Employees shall acquire seniority rights based on the length of service while in the bargaining unit. An employee shall not acquire seniority rights during a probationary period of seven hundred and twenty [720] worked hours, or longer period if mutually agreed upon by the Union and the Company and such agreement shall not be unreasonably withheld. Once an employee has successfully completed the probationary period, his seniority shall date back to the last day of hiring. Notwithstanding any other provision to the contrary that may be contained elsewhere in this Collective Agreement, the Company shall have the right to terminate an employee during his probationary period for less than just cause.

7.02 The continuous length of service of an employee in the bargaining unit shall be the determining factor in layoffs which result in the reduction of the bargaining unit subject to the provisions of Article 7.03 herein provided for and recalls from layoff.

7.03 Where the Company reduces the number of employees in the bargaining unit, the employee affected by the layoff (defined as a period of seven (7) consecutive working days of no work), shall have the following options:

- a. he can accept the lay-off or;
- b. he shall be entitled to replace the most junior employee in his classification or;
- c. If he chooses, he shall be entitled to displace the most junior full-time employee in another equal or lesser rated classification in the bargaining unit for whose job he immediately possesses the skills, ability, knowledge, competence and qualifications necessary to perform the work in question;
- d. if the affected employee is unable to displace a more junior employee, he shall be deemed to be laid-off.
- e. Employees displaced shall in turn have the same rights as outlined in a) through d) above.

- 7.04 No probationary, part-time or student employees will be retained in the bargaining unit if a full-time employee is laid off provided that the full-time employee immediately possesses the skills, ability, knowledge, competence and qualifications necessary to perform the work in question.
- 7.05 An employee shall lose all seniority and his employment shall automatically be terminated if any of the following should occur:
- a. he voluntarily leaves the employ of the Company;
 - b. he is discharged and not reinstated through the Grievance procedure as herein provided for;
 - c. he is absent from work for more than three (3) consecutive working days without providing a reasonable explanation which is acceptable to the Company;
 - d. he fails to return to work after a lay-off within seven (7) days of the delivery by registered mail of notice of recall;
 - e. he fails to return to work upon the conclusion of a leave of absence without providing a reasonable explanation which is acceptable to the Company;

- f. he fails to take a medical examination by a duly qualified medical practitioner when required to do so by the Company;
- g. if he is not recalled to work from a lay-off, his name shall be retained on the seniority list for a minimum of six (6) months, up to a period equal to his bargaining unit seniority as at the date of lay-off, up to a maximum of twelve (12) months:
- h. he is granted a leave of absence and pursues gainful employment elsewhere.

7.06 Where an employee has been transferred or promoted to a position outside the bargaining unit, his seniority shall continue to accrue for a period of twelve (12) months from the date of transfer or promotion. Thereafter, his seniority shall be maintained.

7.07 The Company shall maintain a seniority list updated with a copy to the Union when necessary. Any employee objecting to such seniority list must do so within five (5) working days of the posting of such list.

7.08 An employee's seniority shall continue to accumulate on each occasion that he is absent from work because of illness, injury or approved absences.

When an employee is absent from work because of sickness or disability, he shall not lose seniority except as provided in Articles 7.05 (c) and (f), of this Agreement. Upon his return to work, he shall be returned to his former position at the applicable rate of pay, provided that such position still exists and further provided that the returning employee immediately possesses the physical fitness and the skills, ability, knowledge, competence and qualifications necessary to perform the work in question. In the event that the return of the employee results in the displacement of another employee who was permanently assigned to such position, then the displaced employee shall be deemed to be laid-off and the provisions of Article 7.03(b) shall apply.

In the event that the returning employee is unable to satisfy the requirements of his former position, the Company and the Union shall meet to determine alternate employment for such employee.

- 7.09 Severance pay to those employees who are laid-off shall be paid in accordance with the Employment Standards Act of Ontario.
- 7.10 An employee who accepts severance pay shall have no further claim with the Company.

ARTICLE 8 - JOB POSTINGS AND VACANCIES

8.01 Vacancies which are deemed to be permanent by the Company will be posted on the bulletin board and the employees shall have the right to apply for such vacancy. The posting will include the description of the position as well as the current shift and the anticipated hours of work as information. For clarity, employees applying for such vacancies are applying to the position/classification only. Selection to such vacancy shall be made at the sole discretion of the Company. The Company will undertake to consider seniority. Any vacancy deemed to be permanent will result in a maximum of two [2] postings. An employee who has been awarded a posting shall not be able to apply for another position for six (6) months from the date of commencement in the new position. In the event that a position is eliminated the employee's posting rights will be restored. The skills and experience of an employee in their capacity to perform the required tasks shall be the determining factors in the selection of employee's to any vacancy, but when these are equal, seniority will be the deciding factor. An employee can return to their former position within one [1] week of commencing a new position provided their former position has not been filled.

8.02 An employee who is awarded a posting and progresses from a lower, to a higher paying classification shall be moved to the rate which is

closest to, but higher than his existing hourly rate. He will then move through the wage progression of that classification, during the timeframe outlined in Appendix "B".

ARTICLE 9 - HOURS OF WORK & OVERTIME

9.01 The work week for full-time employees shall normally consist of forty (40) hours, from Sunday to Saturday. It is understood that the Company retains the right to establish various shift configurations or the number of hours to be worked, not specifically provided for herein, provided that such shifts are in accordance with applicable legislation. Further, nothing herein shall be construed as a guarantee of daily or weekly hours to be worked or paid, except as hereinafter provided for in Article 9.07.

9.02 Starting and quitting times and the arrangement of shifts and the assignment of employees to particular shifts shall be determined by the Company at its sole discretion. In the assignment of employees to particular shifts, the Company may give consideration to the seniority of the employees involved. In addition, the Company undertakes to consider any undue hardship caused to an employee by such assignment and will provide as much notice as is possible.

It is not the intention or desire of the Company to apply the provisions of Articles 9.01 and 9.02 in a

frivolous or arbitrary manner, and to that extent the Company confirms that the application of this clause will be done so as to advance or promote the best interests of the business.

Where the Company determines a change to the shift configurations are required, the Company and the Union will meet and discuss the changes prior to implementation.

- 9.03 Overtime shall be paid at the rate of time and one-half the employee's regular straight time rate for all hours worked in excess of forty (40) hours in a week.
- 9.04 There shall be no pyramiding of overtime and/or premiums provided for in this Agreement.
- 9.05 Hours in excess of the normal work week shall be allocated at the sole discretion of the Company subject to letter of understanding #2.
- 9.06 An employee's scheduled starting time shall not be changed by more than two (2) hours during the week in which he is working without his approval.
- 9.07
- a. The Company shall guarantee to provide forty (40) hours of work each week to each full-time employee who has acquired seniority and who was on the active payroll as of September 19th, 1997, provided the employee reports for work

on time as scheduled and is available to work the full forty (40) hours. This provision shall not apply in the event of an act of God; fire; flood; or equipment or technical problems beyond the control of the Company.

Such guarantee, which is exclusive of overtime, shall be reduced by eight (8) hours per week in any work week in which one (1) of the Paid Holidays in Article 11 is observed.

- b. Full-time employees hired after September 19th, 1997 who are scheduled to work, and who report for work as scheduled shall be guaranteed their scheduled hours of work for that day or pay, at their regular rate of pay, in lieu of work. This provision shall not apply in the event of an act of God; fire; flood; or equipment or technical problems beyond the control of the Company, in which case the employee shall be guaranteed four (4) hours work or pay in lieu of work.

9.08 An employee who is called to work outside of his regular shift hours and who reports on time and remains as long as required will receive not less than four (4) hours of work.

9.09

- a. Where an employee works in excess of three (3) hours prior to the start of his scheduled shift, he will be granted a paid fifteen (15) minute rest

period upon completion of the third overtime hour.

- b. Where an employee works in excess of three (3) hours immediately after the end of his scheduled shift, he will be allowed to take a fifteen (15) minute paid rest period after he has completed the three (3) hours and shall be entitled to further paid (15) minutes rest periods after completing each three (3) hours.

Effective September 19th, 2004 – change all references to “three (3) hours” to “two (2) hours.”

- 9.10 The Company will schedule a thirty (30) minute unpaid lunch period and thirty (30) minutes of paid rest time during a shift. The employee shall take the rest periods when instructed to do so.
- 9.11 Employees shall be paid by cheque, or at the option of the Company, by direct deposit.
- 9.12 **Shift Premiums**
A shift premium of forty [40] cents per hour will be paid for all hours worked during the following times provided that fifty percent [50%] or more of hours worked falls within premium hours:

Monday, Tuesday, Wednesday and Thursday- four [4] p.m. to four [4] a.m. the following day.

A shift premium of sixty [60] cents per hour will be paid for all hours worked during the following times provided that fifty percent [50%] or more of hours worked falls within premium hours:

Saturday and Sunday four [4] a.m. to four [4] p.m.

A shift premium of seventy-five [75] cents per hour will be paid for all hours worked during the following times provided that fifty percent [50%] or more of hours worked falls within premium hours:

Friday, Saturday and Sunday four [4] p.m. to four [4] a.m. the following day

The above mentioned premiums will be retroactive to date of ratification.

ARTICLE 10 - VACATIONS

10.01 Vacations with pay will be granted by the Company in accordance with the following schedule:

- a. one (1) year of continuous service - two (2) weeks;
- b. five (5) years of continuous service - three (3) weeks;
- c. twelve (12) years of continuous service - four (4) weeks;

d. twenty (20) years of continuous service - five (5) weeks;

10.02 For the purposes of computing vacations, continuous service will be calculated as of June 30th.

Effective July 1st, 2005 – For the purpose of computing vacations, continuous service will be calculated as of the employee's full-time date of hire.

For employees who have worked a minimum of one thousand (1000) hours during the one (1) year prior to June 30th, the vacation pay allowance referred to in this Article will be calculated by multiplying the employee's regular hourly rate of pay by forty (40) hours for each week of entitlement.

10.03 For employees who have worked less than one thousand (1000) hours during the one (1) year prior to June 30th, the vacation pay allowance referred to in this Article will be two percent (2%) of the earnings for the aforementioned one (1) year period for each week of entitlement. The term "earnings" shall be as defined in the Employment Standards Act of Ontario.

10.04 Employees with less than one (1) year of continuous service as of June 30th will be entitled to vacation pay in accordance with the Employment Standards Act of Ontario.

- 10.05 Where a Paid Holiday as provided for in this Agreement occurs during an employee's vacation period, the employee shall take another day in lieu thereof, or be paid for such Holiday, at the option of the Company.
- 10.06 The vacation schedule for the bargaining unit shall be posted by April 1st of each year and employees shall have the right to select vacation time in accordance with seniority. The Company is entitled to maintain a work force which is sufficient to perform the work and therefore reserves the right to refuse any request for vacation time and to have such vacation time rescheduled for an alternate date. The Company undertakes to give consideration to any undue hardship suffered by the employee as a result of such rescheduling.
- 10.07 Vacations are not cumulative nor can they be carried over from year to year. Vacations are to be taken in increments of five (5) days, unless otherwise agreed to by the Company.

ARTICLE 11 - PAID HOLIDAY

- 11.01 The following Paid Holidays shall be recognized as legal holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | |

In the event that the federal or provincial governments should declare any other day(s) a legal holiday, the Company agrees to recognize such day(s) as a Paid Holiday.

- 11.02 To qualify for pay for a Paid Holiday, the employee:
- a. must have been in the employee of the Company for three (3) months;
 - b. must work his last scheduled working day preceding the Paid Holiday and his first scheduled working day after the Paid Holiday, unless he was absent with permission.
 - c. must have performed work on at least twelve (12) days in the four (4) weeks immediately preceding the Paid Holiday.
- 11.03 Should a Paid Holiday occur during an employee's leave of absence, he shall not be paid for such Paid Holiday.
- 11.04 To meet the needs of the business, the Company reserves the right to require employees to work on any of the paid holidays as provided for herein. When doing so the company will give consideration to seniority.
- 11.05 Where an employee works on a holiday he will receive one and one-half (1 1/2) times his regular

straight time hourly rate as well as payment for the holiday or a substituted day off.

ARTICLE 12 - NOTICE OF ABSENCE & LEAVE OF ABSENCE

- 12.01 Employees are expected to attend work regularly. Employees shall notify the appropriate persons designated by the Company of their intent to be absent prior to the commencement of their shift, giving the reason why the employee is unable to report, when he expects to return to work and how he can be reached relative to his absence.
- 12.02 An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to the Company, at least two (2) months in advance of the proposed commencement date of such leave of absence, except in the case of personal emergency. The employee's request shall contain:
- his reason for the proposed absence;
 - the commencement date of the proposed leave of absence, and
 - the length of the proposed leave of absence.

The permission of the Company will not be unreasonably withheld.

- 12.03 The Company agrees that an employee appointed by the Union as a full time representative shall be granted a leave of absence without pay while

serving in such capacity. Such persons shall continue to accumulate seniority for a period of up to twelve (12) months.

- 12.04 Employees shall be eligible for maternity/paternity leave in accordance with the Employment Standards Act of Ontario.
- 12.05 The Company will not grant an employee's request for a leave of absence for the purpose of employment with another company, or becoming self employed.

ARTICLE 13 - BEREAVEMENT LEAVE

- 13.01 The Company agrees that in the event of bereavement in the immediate family, meaning parent/step-parent; spouse; child; brother or sister, if the funeral is attended, to allow such time off as is necessary, not to exceed five (5) calendar days in succession and to pay for the days which he would otherwise have worked, for his regular scheduled hours at his regular hourly rate. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of regular pay.
- 13.02 The Company agrees that in the event of the death of an employee's mother-in-law or father-in-law; grandchildren; grandmother or grandfather; daughter/son-in-law or brother/sister-in-law, he shall be allowed bereavement leave of one (1) day with pay at his regular hourly rate, provided the funeral

takes place on his regular scheduled working day and he attends the funeral.

- 13.03 Unpaid leave of absences for bereavement leaves requiring travel may be granted.

ARTICLE 14 - JURY DUTY

- 14.01 An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would otherwise have been at work.
- 14.02 Such an employee shall receive the difference between his jury fees and his normal day's pay for that time he would have been regularly employed had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty when such reporting is reasonable under the circumstances.
- 14.03 The claim of an employee shall be verified by presentation of his jury duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the Company for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.
- 14.04 Any employee subpoenaed to attend as a witness on behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.

ARTICLE 15 - UNIFORMS

- 15.01 Three (3) uniform sets, (3 pants and 3 shirts) will be issued at the start of permanent employment. One (1) parka will be issued where required. These will be personally monogrammed for each employee. The uniforms shall be returned for replacement when worn out. Such replacement must be pre-authorized by the Company.
- 15.02 Appropriate coveralls for storage personnel will also be stocked, based on the formula above.
- 15.03 It is a condition of employment that all full-time employees covered by Article 1.01 of this Agreement wear safety shoes at all times while on duty. The Company will pay one hundred and fifty dollars (\$150.00) to each employee who has completed their probationary period, as a contribution toward the cost of safety shoes. Effective three (3) months from the date of ratification, the Company will pay the full cost of the safety shoes provided the employee has completed their probationary period. The Company shall determine the location and shall specify the safety shoes to be purchased. There will be no limit on the maximum number of pairs, however employees must have the Company's approval. Employees within their probationary period shall be required to purchase their own safety shoes in accordance with the above and shall be reimbursed upon successful completion of their probationary period.

Safety footwear must be in good repair; capable of protecting the employee's feet in a manner they were originally designed to do. I.A.P.A. guidelines will be used as the determining factor when quality of footwear is in question.

ARTICLE 16 - GENDER

16.01 Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine.

ARTICLE 17 - DISCRIMINATION

17.01 The Company and the Union agree that there will be no discrimination against any employee which is contrary to the Human Rights Code, provided that the retirement of an employee within the provisions of the pension plan shall not amount to discrimination.

ARTICLE 18 - GENERAL

18.01 Employees shall promptly report to the Company any loss of product, damage to property or equipment or shortage of merchandise and where possible, give a statement indicating the cause thereof. Failure to do so can result in disciplinary action up to and including discharge.

18.02 The Union agrees that it will encourage its members to uphold the rules and regulations of the

Company in regard to punctual and steady attendance, proper and sufficient notification in case of absence and conduct on the job.

18.03 All past practices between the Company and the Union, which were in existence prior to September 19th, 1997, shall cease to be recognized by the Company or the Union unless the practice has been specifically provided for in this Agreement.

18.04 Attached hereto and forming part of this Agreement are the following appendices:

Appendix "A" - Part-time employees & Students

Appendix "B" - Wages/Classifications

Appendix "C" - Health & Welfare – Pension

Letter of Understanding#1

Letter of Understanding#2

Letter of Understanding#3

18.05 The Union agrees to co-operate in any endeavor to correct inefficiencies of employees.

ARTICLE 19 - TERM OF AGREEMENT

19.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect for a period of five (5) years, commencing the date of ratification and expiring September 21st, 2008 and shall continue automatically thereafter for one (1) year periods unless one (1) of the parties hereto notifies

the other party within ninety (90) days immediately prior to the expiration date, that it desires to amend the Agreement.

- 19.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided for in the previous paragraph.
- 19.03 If, pursuant to the negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties or unless conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.
- 19.04 This Agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

19.05 No employee shall be asked or permitted to make any verbal or written agreement, which may conflict with this agreement.

Dated at Halton Hills, Ontario this _____ day of February 2004.

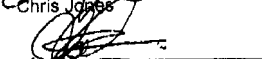
FOR THE COMPANY



Vince Brisson



Chris Jones



Darren Dekinder

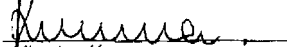


Glen Harron



Terry McArthur

FOR THE UNION



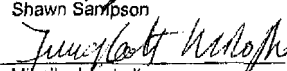
Miroslaw Kucsera



Mike Doan



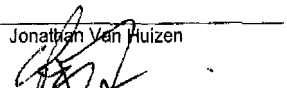
Shawn Sampson



Minajjo Jungbult



James Zidher



Jonathan Van Huizen



Ed Pypker

APPENDIX "A"
PART-TIME EMPLOYEES & STUDENTS

- A – 1 The Company and the Union agree that part-time and student employees are not entitled to any of the rights or benefits of this Agreement, or any Appendix to this Agreement, unless specifically provided for.
- A – 2 The following are the terms and conditions relating to the employment of part-time employees and students. In the event of a conflict between the terms of this Appendix and the main body of this Agreement or any Appendix thereof, the terms of this Appendix shall prevail.
- A – 3 Part-time employees and students shall not normally work more than thirty-two (32) hours per hours per week except:
- a. during the period from May1 up to and including September 30;
 - b. during the period from December 1 up to and including January 15;
 - c. during other peak business periods or staff shortages to be determined at the sole discretion of the Company and;
 - d. when replacing a full-time employee who is absent for any reason whatsoever, for the duration of such absence, and the parties agree that the Company can utilize any combination of part-time employees to replace such absent full-time employee.

- A – 4 Part-time employees who work more than thirty-two (32) hours per week, outside of the periods set forth in Article A - 3 herein, for more than thirteen (13) continuous weeks, shall be converted to full-time status.
- A – 5 Part-time and student employees shall be entitled to vacation pay as provided for in the Employment Standards Act of Ontario.
- A – 6 Whenever a part-time employee is converted to full-time he will be credited in the full-time bargaining unit for seniority purposes with fifty percent (50%) of his seniority. Where a part-time employee has not worked 720 hours within one (1) year, he shall be required to serve a probationary period as though he was a new hire, and upon successful completion of the probationary period, his seniority will apply in the full-time bargaining unit. The seniority shall not apply for vacation accrual entitlement nor shall it apply to the waiting period for benefits that may be provided by the Company.
- A – 7 The Company agrees to provide all part-time employees, who have worked a minimum of twelve hundred (1200) hours in the previous calendar year, with a safety boot allowance of \$50.00. Such payment shall be made on or about the beginning of February of each year.
- A – 8 Overtime is not voluntary for part-time employees and students. A part-time employee or student shall be paid at the rate of one and one half (1 1/2) times his

regular rate for all hours of work which he performs in excess of forty (40) in one calendar week.

A – 9 Part-time employees and students will be issued uniforms as required.

A – 10 A part-time employee or student shall automatically be terminated if any of the following should occur:

- a. he voluntarily leaves the employ of the Company;
- b. he is discharged and not reinstated through the Grievance procedure;
- c. he fails to return to work after a lay-off within seven (7) days of the delivery by registered mail of notice of recall;
- d. he fails to return to work upon the conclusion of a leave of absence without providing an explanation which is acceptable to the Company;
- e. he fails to take a medical examination by a duly qualified medical practitioner when required to do so by the Company;
- f. his record of attendance is unacceptable to the Company;
- g. he fails to comply with production/performance levels established by the Company from time to time;
- h. he refuses an offer of work on three (3) occasions within any three (3) month period without providing an explanation which is acceptable to the Company;

- i. his attitude, suitability and adaptability are not at a level which is acceptable to the Company.

A – 11 In addition to the terms and conditions set forth in this Appendix, part-time employees and students shall also be entitled to the privileges of the following provisions of the Collective Agreement:

- Article 4 (not applicable for terminated students)
- Article 5.01 and 5.02
- Article 9.04, 9.05 and 9.06
- Article 12.01, 12.02 and 12.04
- Article 14
- Article 17
- Article 18.01 and 18.02

and any other Articles that specifically refers to part-time employees and/or students, as the case may be.

APPENDIX "B"
WAGES / CLASSIFICATIONS

B – 1 Effective September 17th, 2000, the following are the minimum hourly rates of pay for all employees described in Article 1.01 of this agreement:

	Skilled Worker	Lab	General Help	Jockey	Maintenance Electrician	Maintenance Mechanic	Part Time
Start	15.00	15.00	14.00	16.00	23.00	20.40	12.50
6 Mo.	15.25	15.25	14.25	16.25	24.00	21.40	12.75
12 Mo.	15.50	15.50	14.50	16.50	25.00	22.40	13.00
18 Mo.	15.75	15.75	14.75	16.75	25.25	22.65	13.25
24 Mo.	16.00	16.00	15.00	17.00	25.50	22.90	13.50
30 Mo.	16.25	16.25	15.25	17.25	25.75	23.15	13.75
36 Mo.	16.50	16.50	15.50	17.50	26.00	23.40	14.00
42 Mo.	16.75	16.75	15.75	17.75	26.25	23.65	14.25
48 Mo.	17.00	17.00	16.00	18.00	26.50	23.90	14.50
54 Mo.	17.25	17.25	16.25	18.25	26.75	24.15	14.75
60 Mo.	17.50	17.50	16.50	18.50	27.00	24.40	15.00
66 Mo.	17.75	17.75	16.75	18.75	27.25	24.65	15.25
72 Mo.	18.00	18.00	17.00	19.00	27.50	24.90	15.50

All full-time employees who are on payroll as of the date of ratification will be entitled to the following:

Effective date of ratification, a lump sum payment in the amount of four thousand dollars (\$4,000.00) less statutory deductions. The Company shall endeavour to

make such payment on a separate cheque or direct deposit not later than December 24, 2003.

All part-time employees who are on payroll as of the date of ratification will be entitled to the following:

Effective date of ratification, a lump sum payment in the amount of two hundred and fifty dollars (\$250.00) less statutory deductions.

Effective September 18th, 2005, the following are the minimum hourly rates of pay for all employees described in Article 1.01 of this agreement:

	Skilled Worker	Lab	General Help	Jockey	Maintenance Electrician	Maint. Mechanic Licensed	Maint. Mechanic Non-Licensed	Part Time
Start	15.00	17.00	14.00	18.00	25.00	23.65	18.00	12.50
6 Mo.	15.50	17.50	14.50	18.50	26.00	25.00	18.50	12.75
12 Mo.	16.00	18.00	15.00	19.00	26.75	25.75	19.00	13.00
18 Mo.	16.50	18.50	15.50	19.50	27.50	26.50	19.50	13.25
24 Mo.	17.00	19.00	16.00	20.00	29.20	28.20	20.00	13.50
30 Mo.	17.50	19.50	16.50	20.50	29.20	28.20	20.50	14.00
36 Mo.	18.00	20.00	17.00	21.00	29.20	28.20	21.00	14.50
42 Mo.	18.50	20.50	17.50	21.00	29.20	28.20	21.00	15.00
48 Mo.	19.70	21.00	18.70	21.00	29.20	28.20	21.00	15.50
End Rate Sept 17, 2006								
	20.35	21.65	19.35	21.65	29.85	28.85	21.00	15.50
End Rate Sept 23, 2007								
	(21.15)	22.45	(20.15)	22.45	(30.65)	29.65	21.15	15.65

Employees who are within 12 months of reaching the end rate of the existing progression shall be placed at the end rate of the new progression. Employees presently moving within the existing wage progression shall be placed on the new wage progression in accordance with their existing base book wage rate, at a point that provides for an increase, and shall proceed from that point forward.

Non-Licensed Mechanics – The Company agrees to Grandfather them into the Licensed classification.

- B – 2 In the application and interpretation of Article B - 1 as herein provided for, it is understood that employees who are at the end-rate of the wage progression scale in effect prior to September 19th, 1997, shall be deemed to be at the end-rate of the applicable wage progression scale as herein provided.
- B – 3 Classifications that existed prior to the date of the endorsement of this Agreement by the Ontario Labour Relations Board (OLRB), have been deleted or merged with other classifications as provided for herein. For clarity, the following shall apply:
- a. those employees formerly classified as:
- Checker
 - Loader
 - Utility Production
 - Utility Storage
 - Spare Production
 - Spare Storage
 - Process Helper/Milk
 - Raw Milk Receiver
 - Creamer Operator
 - Material Handler
 - Filler Operator
 - CIP Cleaner/Sanitation
 - Order Picker
 - Palletizer

Truck jockey
QC Technologist
have been reclassified as "Skilled Worker"

b. those employees formerly classified as:

Product Recovery
Returns Receiver
Returns Dumper
Fork Lift Operator
Cultured Products Packer

have been reclassified as "General Help"

c. those employees formerly classified as:

- Relief

have been reclassified as "Part-time/Student

d. the following classifications have been eliminated:

Category G
Wage Appendix "C"
Wage Appendix "D"
Wage Appendix "E"

B – 4 Tool Allowance

A Tool Allowance shall be paid to the Maintenance Mechanic(s) and Maintenance Electrician(s) at the rate of three hundred and twenty-five dollars (\$325.00) per year, in February of each year. Effective 2004 - The Company agrees to increase the tool allowance to four hundred dollars (\$400.00).

B – 5 Leadership Premium

Where the Company appoints an employee to provide leadership to his fellow coworkers, he shall be provided with an hourly leadership premium of \$1.50 for all hours worked. It is understood that the selection and appointment of such individuals will be at the Company's discretion with the mutual agreement of the employee.

APPENDIX "C"
HEALTH & WELFARE - PENSION

- C – 1 The Company will continue to provide Health and Welfare benefits to full-time employees covered by this collective agreement or a comparable substituted benefits plan. Where the Company substitutes a comparable plan, it shall first meet with the Union and discuss the changes prior to implementation.
- C – 2 All full-time employees of the Company are eligible for insurance on the following dates:
- a. for life insurance, accidental death and dismemberment, semi-private hospital and ambulance expense insurance, on the first day of the month following the completion of his probation period;
 - b. for weekly indemnity insurance, on the first day of the month following the completion of his probation period;
 - c. for prescription drug expense insurance, optical and dental expense insurance, on completion of three (3) months of continuous full-time employment;
 - d. for long term disability insurance, on the completion of one (1) year of continuous full-time employment provided an employee has attained

age 18 and has not attained normal retirement age.

C – 3 Sharing of Costs

Eligible employees shall contribute the following amounts towards the cost of the benefits plan:

Two [2%] of their gross regular [non-overtime] earnings for full family coverage, towards the cost of the benefits provided.

One and one-half [1.50%] of their gross regular [non-overtime] earnings for full single coverage, towards the cost of the benefits provided.

One [1%] of their gross regular [non-overtime] earnings' for partial single coverage, towards the cost of the benefits provided.

C – 4 Employees on leave of absence or other inactive status (excluding Short term disability and Workers Compensation) shall not be entitled to any benefit coverage.

C – 5 Employees on layoff, benefits coverage will continue to the end of the calendar month in which the employee was laid off.

C – 6 Pension Plan

Effective the date of certification, and for the duration of the collective agreement, the Company agrees to contribute twenty-six dollars (\$26.00) weekly for each

eligible full-time employee to the Christian Labour Association Pension Plan. Payments shall be made to CLAC Pension Plan #0398594.

LETTER OF UNDERSTANDING #1

between

William Neilson Limited
(hereinafter referred to as the “**COMPANY**”)

and

Christian Labour Association of Canada (CLAC)
(hereinafter referred to as the “**UNION**”)

This Letter of Understanding shall confirm the provisions of the **Assurance of Employment** which became effective September 19th, 1997.

Each full-time employee who was on the seniority list as of September 19th, 1997 and who elects to remain with the Company, shall be guaranteed a full-time position with William Neilson Limited at its Halton Hills facility, for the term of this Agreement, except:

- in the event of an Act of God; or
- damage to the building or premises which is beyond the control of the Company; or
- in the event of a labour dispute; or
- in the event of “Co-pack” arrangements made by the Company.

Where it is necessary to reduce the number of employees within the bargaining unit as a result of “Co-pack” arrangements, such reduction shall be made in accordance with the provisions of Article 7.03 of the Collective Agreement. The Company guarantees that any full-time employee who is laid-off as a result of “Co-pack” arrangements, and who was on the seniority list as of September 19th, 1997, shall be returned to work within

twelve (12) months from the date of his lay-off. During such twelve (12) month period, the affected employee(s) shall continue to accumulate seniority.

During the period of lay-off referred to in the above-mentioned paragraph, the Company shall provide the affected employee(s) with a Supplemental Unemployment Insurance Benefit (SUB), subject to the terms and conditions of the applicable legislation.

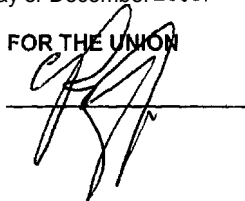
No full-time employee who was on the seniority list as of September 19th, 1997, will be laid off as a result of "Co-pack" arrangements after December 31, 1997.

Dated at Halton Hills, Ontario this 20th day of December 2003.

FOR THE COMPANY

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FOR THE UNION

A handwritten signature in black ink, appearing as a stylized, somewhat abstract scribble, positioned above a horizontal line.

LETTER OF UNDERSTANDING #2

between

William Neilson Limited
(hereinafter referred to as the “**COMPANY**”)

and

Christian Labour Association of Canada (CLAC)
(hereinafter referred to as the “**UNION**”)

A departmental overtime sign-up list will be posted during the last week of each period effective for the following period [period = 28 days]

Distribution of Overtime for partial shifts will be as follows:

1. To qualified employees currently on the job who have signed up on the list for the period.
2. To qualified employees currently within the department who have signed up on the list for that period.
3. To qualified employees currently on the job but who have not signed up on the list for that period.
4. To qualified employees currently not at work who have signed up on the list for that period.
5. To qualified employees currently not at work who have not signed up on the list for that period.

Distribution of overtime for full shifts will follow Step 4.

In the event of a three shift operation full-shift overtime will be split between the two other shifts.

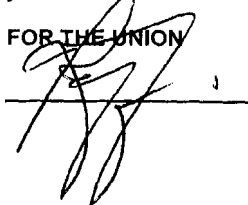
The Company will endeavor to equalize overtime amongst employees who have signed up on the departmental overtime list.

Dated at Halton Hills, Ontario this 20th day of December 2003.

FOR THE COMPANY

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FOR THE UNION

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom, positioned above a solid horizontal line.

LETTER OF UNDERSTANDING #3

between

William Neilson Limited

(hereinafter referred to as the "COMPANY")

and

Christian Labour Association of Canada (CLAC)

(hereinafter referred to as the "UNION")

In the event that the Company transfers part of its business from Halton Hills to another location, the Company will agree to discuss this issue with the union.

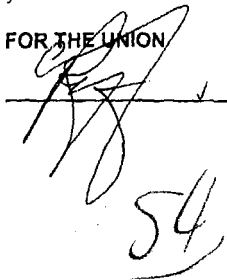
Dated at Halton Hills, Ontario this 20th day of December 2003.

FOR THE EMPLOYER



A handwritten signature in black ink, appearing to be a stylized 'W' or similar, written over a horizontal line.

FOR THE UNION



A handwritten signature in black ink, appearing to be a stylized 'C' or similar, written over a horizontal line. Below the signature, the number '54' is handwritten.