

**COLLECTIVE
AGREEMENT**

BETWEEN

**UNILEVER CANADA,
DIVISION OF UL CANADA INC.**

AND

**MILK AND BREAD DRIVERS,
DAIRY EMPLOYEES
CATERERS AND ALLIED EMPLOYEES
LOCAL UNION NO. 647**

EFFECTIVE

MAY 1, 2000

TO

APRIL 30, 2004

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AGREEMENT

THIS AGREEMENT made this 2nd day of June 2000.

BETWEEN:

**UNILEVER CANADA, DIVISION OF UL CANADA INC.,
Toronto, Ontario**

(hereinafter referred to as the "Employer")

- and -

**MILK AND BREAD DRIVERS, DAIRY EMPLOYEES,
CATERERS AND ALLIED EMPLOYEES LOCAL UNION NO. 647,**
affiliated with the International Brotherhood of Teamsters of America

(hereinafter referred to as the "Union")

WITNESSETH:

It is the desire of the parties to this Agreement to establish, promote and foster a good relationship that will be enduring and of mutual benefit to both the Union and the Employer.

It is the essence of this Agreement that there shall be a maximum of cooperation and of help from the employees of the Employer to obtain all possible business and expand the operation of the Employer, and the parties hereto pledge their full support and cooperation in this regard.

ARTICLE 1

BARGAINING UNIT

1.01 This Agreement shall cover every employee of the Employer

working at Unilever Canada, division of UL Canada Inc., Rexdale, Ontario, save and except foremen, foreladies, persons above the rank of foreman or forelady, office staff, research and development staff, sales staff, and persons covered by subsisting collective agreements.

ARTICLE 2

RECOGNITION

Now THEREFORE, the parties hereto agree as follows:

2.01 The Employer agrees to recognize the Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union 647, affiliated with the International Brotherhood of Teamsters of America as the sole collective bargaining agency for all such employees coming within the bargaining unit.

2.02 UNION CONDITION

The Employer agrees to inform all new employees hired (who are to be covered by this Agreement), that Union membership is a condition of employment after sixty (60) days as per Article 7.08.

2.03 The Union office and the steward concerned shall be informed at the time of all such new employees (cards for this purpose to be supplied by the Union). They shall be required to submit an application card to the steward at the end of sixty (60) days. Failing to do so, they shall be taken off the job at the request of the Union. Such request must be in writing.

2.04 All members of the Union must maintain membership in the Union during the life of this Agreement as a condition of employment.

2.05 MANAGEMENT RIGHTS

The Company retains all rights and privileges of management as not otherwise amended by this Agreement.

ARTICLE 3

CHECK-OFF

3.01 The Employer agrees to a deduction from employee's wages of weekly union dues and assessments for union purposes, effective with the week in which the employee is hired, as well as a deduction for initiation fee, so that the full initiation fee is deducted from the employee by conclusion of the employee's probationary period. The deduction for dues and assessments must be forwarded to the Union office no later than the 10th day of each month for the previous months deductions.

3.02 Initiation fees shall be held by the Employer until conclusion of probation and then forwarded to the Union. If the employee is not employed at the conclusion of probation, amounts deducted toward the initiation fee will be refunded to such employee.

3.03 The Union shall notify the Employer, in writing, as to the prevailing rate of Union dues and any assessments.

3.04 The Employer further agrees that in the event of an employee being on vacation at the time of a regular deduction, such deduction shall be made from the employee's vacation pay.

3.05 In the case of the Union member being off through sickness on the dues deduction pay, his dues shall be taken off his first full pay following.

3.06 Annual union dues payment will be reported on the employee's T-4 slips.

ARTICLE 4

STEWARDS

4.01 There shall be six (6) stewards at the plant to provide leadership and representation for the members of the Union. They shall also work together with the department managers and supervisors to ensure compliance with the provisions of this Agreement. The stewards will represent the following areas and employees: 1) refinery, 2) packaging plant day shift, 3) packaging plant afternoon shift, 4) packaging plant night shift, 5) female employees, 6) maintenance. From the aforementioned group of stewards, the Company shall recognize one (1) steward as the Chief Steward. The Chief Steward will be elected by the entire membership at Unilever Canada, division of UL Canada Inc.

4.02 Such stewards shall be elected by Union members in the area concerned, and shall be an employee of the place in which he is a steward. There shall be no discrimination against the steward for Union activities. Craft Group 2 will receive representation and will be eligible to represent as stewards of the packaging plant.

4.03 The stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The stewards shall report to the business agent of the Union any violation of this Agreement.

4.04 The stewards will be considered the senior employees in their craft groups in the event of a lay-off only. Should the lay-off involve stewards in the same craft group then years of service will govern.

4.05 The department manager or superintendent shall recognize the stewards or designate and shall inform them of all laying off or discharge and all Union personnel changes. This information shall be considered confidential.

4.06 The Employer shall entertain no complaint involving an alleged breach of any provision of this Agreement until the complaining party has given a written statement of such complaint to the stewards or business agent.

4.07 A copy of the Employer's bulletin pertaining to Union members shall be given to all the Stewards.

4.08 The stewards shall be allowed time to service any grievance. Representatives of the Union shall be allowed to contact stewards by asking permission of the department manager or superintendent.

4.09 The elected stewards and one representative from the lab. technicians shall act as the negotiating committee. The company will pay employees on the negotiating committee for up to eight hours per negotiating meeting with the company, up to, but not including conciliation.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 The employees through their accredited representative shall have the right to discuss at a suitable time any written grievance involving any controversy, complaint, misunderstanding or dispute with the proper officials of the Employer. This meeting shall be held within three (3) working days of the time of the alleged grievance. The official shall give his answer within two (2) working days, and record the response on the grievance record.

5.02 If the reply is not satisfactory, a meeting shall be held within (2) working days with the Packaging Plant Manager, Refinery Manager, Plant Services Manager or Quality Assurance Manager and a reply shall be given within two (2) working days. If the reply is still not satisfactory, a meeting shall be arranged with the Plant Manager within ten (10) working days. He shall give his reply within two (2) working days. If the grievance remains unsettled it shall be subject to arbitration as follows.

5.03 Within five (5) working days after the final discussion between the Union and the Plant Manager, the party desiring arbitration shall notify the other party in writing. A Board of Arbitration shall be immediately established consisting of one (1) appointee of the Union and one (1) appointee of the Employer, and a third (3rd) member to act

as a Chairman, appointed on the recommendation of the first two (2) appointees. Should the members fail to agree on a Chairman within five (5) working days, they shall apply to the Minister of Labour for the Province of Ontario, who shall appoint a Chairman.

5.04 All grievances will be answered in writing at the second and third steps with copies sent to the Union office, union steward, and the employee.

5.05 Notwithstanding the foregoing time limits defined in the grievance procedure, the time limits for second and third stages of the grievance procedure may be extended as agreed between the two parties.

5.06 Employees must be present at any stage of the grievance procedure, if so requested by either party.

5.07 The Board of Arbitration shall not have the right to alter or change any of the provisions of this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. Each of the parties hereto will bear the expense of their appointee to the Board and will equally bear the fees and expenses of the Chairman. The decision of the Board shall be final and binding on both parties.

5.08 It is further agreed that the Union and the Employer shall have the right to originate a grievance at a time not later than three (3) months from the date of the alleged grievance with regard to any dispute in the interpretation or manner in which the contract is being complied with. The Union and the Employer representative shall first discuss the complaint, such complaint to be either discussed or resolved within a period of three (3) working days. If no actual agreement is reached either party shall submit to the arbitration procedure.

5.09 Payment of time and one-half will be made to the grievor and steward for attendance at off-shift grievance meeting - basis time spent in the meeting.

5.10 If the time limits, as stated above cannot be met, the grievor may elect to proceed to the next step of the grievance procedure but not beyond third stage.

ARTICLE 6

RULES APPLYING TO TERMINATION OF EMPLOYMENT

6.01 The Employer may discharge or dismiss any employee for good cause upon one (1) week's notice or one week's pay in lieu of notice. In the event that the Employer feels it is necessary to discharge an employee, the Employer shall not discharge said employee unless one (1)

written warning notice has been given to said employee (copy of notice to be forwarded to Union office), except that the Employer shall have the right to summary dismissal or discharge upon any of the following grounds or similar serious causes:

1. stealing or dishonesty;
2. drinking while on duty or being under the influence of liquor or drugs while on duty;
3. direct refusal to obey orders given by the proper party unless such orders jeopardize life, health or safety of the employee.

6.02 An employee's record of written disciplinary action shall be removed from his record eighteen (18) months from the date that the disciplinary action was first entered on his record. Any **employee may request to attend with or without a Steward.**

6.03 Each employee who desires to terminate his employment must give his employer one (1) week's notice. If he fails to do so he shall, upon complaint from his Employer, be dealt with by the Union.

6.04 All employees, upon their request, shall receive upon leaving the Company, a letter of reference.

6.05 When an employee has been dismissed, the Employer shall send a copy of the dismissal notice to the Union office within forty-eight (48) hours of the dismissal with the reasons for the dismissal.

ARTICLE 7

ESTABLISHING SENIORITY

7.01 Lists showing seniority of service by Craft Group and plantwide shall be compiled and kept posted on **all bulletin boards.** These lists will be revised every three (3) months, new employees' names to be added immediately and verified by the steward for posting. Where two employees establish seniority on the same date, seniority will be in alphabetic order of surname. A copy of the seniority list will be sent to the Union office.

7.02 There shall be seven (7) craft groups for the purpose of differentiation in the matter of seniority.

Group I All employees of the Packaging Plant

Group II All employees of the Shipping & Receiving
Department

Group III	Central Maintenance Employees
Group IV	Packaging Maintenance Employees
Group V	Skilled employees of the Refinery Staff (a) Hydrogenation operator (b) Control Room operator (c) Formulation operator (d) Unloading/Acidulation operator (e) Specialty Fats Refinery operator and general help of the Refinery Staff.
Group VI	Laboratory employees
Group VII	Over-the-road tank truck drivers

7.03 Discharge or Resignation

Discharge or resignation of any employee shall constitute a break in service. His seniority shall start anew on re-employment.

7.04 Leave of Absence

- (a) In the event of sickness of an employee, or in the event of sickness in the employee's family necessitating time off, leave of absence may be granted for a period up to six (6) months by mutual agreement between the Employer and the Union without loss of seniority. **When requesting leave of absence because of sickness in an employee's family, a doctor's certificate must accompany the request before it can be considered.**
- (b) Where definite proof is given of extreme necessity, this leave of absence may be extended by mutual agreement between the Union and the Employer.
- (c) Leave of absence for any other reason may be granted subject to the operational requirements of the business.
- (d) No employee shall be given leave of absence for the purpose of going into other employment.
- (e) Requests for leave of absence must be made in writing

with a copy given to the Union steward.

- (f) Leave of absence for any other reason than sickness of an employee or sickness in an employee's family should be requested with a maximum of six (6) month's notice in advance. If more than one (1) person applies for the same time period, leave will be granted on a first come first serve basis.
- (g) The company will advise the employee within 30 days of request, as to whether leave of absence has been approved.

7.05

Lay-offs

- (a) In the event of a layoff, workforce reduction, or job elimination the affected employees would have the option to accept layoff or bump within their own craft group. In the event of a multiple layoff the senior employees would have the choice of the junior jobs available (eg. if three people are bumping the most senior would have first choice of the three most junior jobs. The second most senior has choice of the two remaining jobs and the least senior takes the last remaining junior job.)

- (b) Employees who have been laid off from their own craft group may bump between craft groups, **when** faced with a layoff expected to exceed two weeks. Exceptions would be Craft Groups 3, 4, 6 where special qualifications are necessary.

Should a layoff extend beyond an expected two (2) week period, those employees eligible to bump under this article will be paid two weeks wages at the rate they would have otherwise earned if they had been permitted to bump between craft groups and they shall be recalled immediately.

- (c) Any person who has bumped into another job and fails to qualify within the training period will be laid off and placed on the re-employment list. This assessment will be made after the first four weeks of training.
- (d) Employees who have bumped retain their classifications for six (6) months and are subject to recall to their former positions. At the conclusion of the six (6) month period, employees will assume their new classification.

- (e) In the event of a major force reduction where a clean up crew is required, the most senior employees will be retained.
- (f) If a layoff in Craft Group III or IV is extended beyond five (5) working days, surplus employees having appropriate seniority in:
 - i) Group III may bump into Craft Group IV
 - ii) Group IV may bump into Craft Group III, Class 'A'.
- (g) During the training period, the right to preferential shift selection by seniority, may be temporarily suspended.
- (h) Employees to be laid off will be given five (5) days notice if a layoff is to extend beyond one (1) week except in case of emergency.
- (i) For the purpose of layoff, Craft Group III shall be considered to contain two categories.
 - (A) General Mechanics - "A" Mechanics
 - (B) Specialized Trades -Lift Truck Mechanic
Pipefitter Welder
Electronic Technician

Layoff will affect the most junior person in the affected category A.

Layoff in category B will be by seniority within the trade.
- (j) **Apprentices in maintenance will not be laid off during the period of their apprenticeship and they may share in overtime if working with a tradesman.**

7.06 Re-Employment Lists

All employees laid off by the Employer shall be placed on the Employer's seniority list for re-employment for five (5) years. Separate lists shall be maintained for each Craft Group. All employees recalled within five (5) years from the date of layoff shall be given continued seniority for the total period employed.

7.07 Temporary Vacancies

(a) Where the company wishes to fill a temporary vacancy, it will do so in the following order:

- i. With the senior employee having the same classification

working as a spare employee or working as a re-assigned employee on that shift.

ii. With the senior qualified general help available on the shift in question, provided such re-assignment does not result in overtime.

iii. If there are no spare unassigned or general help employees available, then the overtime procedure will be followed.

(b) Long Term Vacancies - When an employee is accepted for LTD benefits, the job shall be posted as a temporary vacancy with the following conditions:

i. The posting will reflect the temporary status of the position and state that there is potential for the bidder to be returned to his/her original classification if the employee who vacated the position returns to work.

ii. The bidder will return to his/her original classification and the junior employee in that craft group will be subject to lay-off.

iii. If the temporary position becomes permanent, the bidder will automatically retain the position and the job will not be posted.

7.08 Probationary Employees

When a new employee is hired the Employee shall consider the first sixty (60) days of his employment, which shall include Saturdays and Sundays, as a probationary period. However such probationary period shall be extended by the number of days that the employee is absent during this probationary period.

7.09 The Company will advise the Union of the elimination of any job classification.

ARTICLE 8

DAYS AND HOURS OF WORK

8.01 (a) Five (5) **consecutive** days of eight (8) hours shall constitute a working week for all employees. **The regular work week begins Sunday at 11:30 p.m. and ends Friday at 11:30 p.m.**

Shift times are as follows:

A shift	11:30 p.m. to 7:30 a.m.
B shift	7:30 a.m. to 3:30 p.m.
C shift	3:30 p.m. to 11:30 p.m.

Should the company determine it requires extended production capabilities, it may incorporate a D shift plan. The company and the union will meet and discuss the implementation / discontinuation of D shift which is based on a Letter of Understanding.

- (b) Employees shall not be replaced prior to completing their eight (8) hours when the line they are working on is continuing in production.
- (c) Employees shall be paid at the rate of time and one-half (1 & ½) the base rate of the job for all hours worked in excess of eight (8) hours in any one day and for the "A" (night) and "B" (day) shifts on Saturday. In no case shall more than one (1) premium apply.
- (d) No employees shall be allowed to work more than sixteen (16) hours in any one day except for truck drivers. The company will offer overtime in four (4) or eight (8) hour maximum blocks.
- (e) The "C" (evening) shift on Saturday and all Sunday shifts shall be paid at the rate of two (2) times the base rate of the job and in no case shall more than one (1) premium apply.
- (f) All work started before an employee's normal starting time shall be paid at the appropriate premium rate.

8.02 No change in starting time of any employee shall take place until notification and explanation has been given to the steward in the department involved. An employee's shift shall not be changed unless one (1) week's notice is given to the steward and employee involved,

8.03 Absenteeism by an employee without just cause or notification to the Employer shall be considered abuse of this Agreement, and may be cause for dismissal or suspension by the Employer or discipline by the Union.

8.04 All inside employees shall be entitled to a rest period allotted by management during each half shift. Lunch periods shall not be within three (3) hours of starting time or after five (5) hours worked.

Breaks and meal periods in the packaging plant shall be:

Shift	A	B	C
Breaks	two 10 minute	two 10 minute	two 10 minute
Meals	30 minutes	30 minutes	30 minutes

8.05 Employees required to work (10) consecutive hours on one (1) shift shall be entitled to a fifteen (15) minute break within the first overtime hour and a meal allowance in the amount of:

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
\$8.25	\$8.50	\$8.75	\$9.00

8.06 If an employee is required to work on his or her regular day off, they shall be guaranteed four (4) hours' work at time and one-half (1 & ½) and to continue at this rate beyond four (4) hours for all hours worked. This does not refer to normal overtime.

8.07 Employees called in to work on an emergency basis shall be paid a minimum of four (4) hours pay at the rate of time and one-half (1 & ½) and shall be allowed to leave the premises when the job is completed. Sunday call-in shall be paid at double (2) time.

8.08 There shall be no split shifts unless jointly agreed to by the steward and the employee concerned together with management.

8.09 Shift Overlap

To protect the continuity of operations an employee will remain on his job until relieved for a period of up to fifteen (15) minutes maximum. Normal overtime rates will prevail during this additional period.

Employees working shift overlap will be paid 15 minutes for any time worked while waiting to be relieved. The late-arriving employee's wages will be deducted accordingly.

8.10 When an employee is absent from work due to negotiations, he/she will not be penalized or charged as refusing hours on overtime schedule for their department.

8.11 An employee transferred from one shift to another, will carry-over their existing overtime hours, to their new shift, should no other employees exist within their job classification on the new shift.

ARTICLE 9

PAID HOLIDAYS AND VACATIONS

9.01 Vacations

Employees shall be eligible for vacation after having worked for a period of six (6) months but less than one (1) year on the basis of one-half ($\frac{1}{2}$) day for each month employed. Employees in the service of the Employer for a period of one (1) year shall receive two (2) weeks' vacation with pay annually. Employees with a continued service with the Employer for a period of five (5) years shall receive three (3) weeks' vacation with pay. Employees with a continued service with the Employer for a period of ten (10) years shall receive four (4) weeks' vacation with pay. Employees with a continued service with the Employer for a period of seventeen (17) years shall receive five (5) weeks' vacation with pay. Employees with a continued service with the Employer for a period of twenty-eight (28) years shall receive six (6) weeks vacation with pay. Employees completing their fifth (5th), tenth (10th), seventeenth (17th) and twenty-eight (28th) year of service in the vacation year shall be eligible for the additional week's entitlement in that vacation year.

9.02 In consideration of the manning requirements of the business, employees entitled to three (3), four (4), five (5) or six (6) weeks' vacation may request additional vacation during the regular vacation period. Such additional vacation will be scheduled by the Employer and will be assigned on the basis of seniority. The Employer shall determine the number of employees in a classification who may be granted additional leave.

9.03 It is further agreed that the Employer will seriously endeavour to have the plant closed during July for a two (2) week period. If due to production problems this is not possible, arrangements shall be made to give employees their holidays on a seniority basis, from June 1st to September 30th.

9.04 For the purpose of determining holidays, the year shall be considered as of the First of July of any calendar year; that is, an employee would have to be employed for six (6) months prior to July 1st in order to be eligible for a vacation in that year. The following dates are to be observed with regards to scheduling of employee vacations according to seniority:

On April 1st a vacation list will be posted. Employees wishing to schedule a vacation in the period July 1st - October 31st must submit a request to supervisor indicating vacation weeks preferred by April 21st. Supervisor will advise employees which weeks are granted no later than May 15th by posting a vacation schedule.

On September 1st a vacation list will be posted. Employees wishing to schedule a vacation in the period November 1st - June 30th must submit a request to supervisor indicating vacation weeks preferred by September 21st. Supervisor will advise employees which weeks are granted no later than October 15th by posting a vacation schedule.

Seniority will be taken into consideration by supervisors in resolving any scheduling conflicts in the three week period following filing dates providing original request was submitted by filing date.

Seniority will not apply to scheduling of vacation weeks requested after April 21st and September 21st. These requests will be considered solely on the basis of remaining weeks available at date of request.

9.05 Vacation pay for each week of vacation entitlement shall be computed at the rate of two percent (2%) of the previous years' earnings as per T-4 slips less vacation pay, taxable benefits and allowances, or the equivalent of forty (40) hours at the base rate of the employee at the time of vacation, whichever is the greater. Such vacation pay shall

be paid on the Wednesday payday before the scheduled vacation provided sufficient notice (2 full weeks) is given by the employee. All vacation entitlement must be taken in the vacation year.

Employees who have been absent for a period in excess of thirty (30) days during the vacation year as defined in 9.04 shall be eligible only for vacation pay based on the percentage calculation applied to their T-4 slip of the year prior excluding employees who have been on WSIB and/or Weekly Indemnity.

New employees shall receive 4 percent (4%) of their total earnings up to July 1st of the vacation year, plus the ½ day entitlement of Article 9.01.

9.06 Any employee terminating his employment with the Employer who is entitled to two (2), three (3), four (4), five (5) or six (6) weeks' vacation, depending on his length of service, shall receive vacation pay at the rate of 4, 6, 8, 10 or 12% of his earnings as the case may be for the period worked since the previous July 1st.

9.07 Persons who are on lay-off because of shortage of work for any part of the vacation year but who have sufficient seniority to qualify for more vacation payment than provided under Employment Standards Act, shall receive vacation pay based on their vacation credits, ie. 4, 6, 8, 10 or 12% as the case may be, for such vacation year for time actually worked for the Employer.

9.08 It is further agreed that the offices of the Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Union will help as far as possible in trying to provide extra help to take care of vacation periods.

9.09 Paid Holidays

Employees shall qualify for payment at the rate of eight (8) hours at their regular rate, for the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve
Labour Day	

There will be an additional paid holiday scheduled on the second Monday in February subject to the proviso that if Heritage Day is declared this designated day shall become Heritage Day.

9.10 Probationary employees, persons on weekly indemnity, persons **off** on **WSIB benefits**, and persons on lay-off up to thirty (30) days at the time of the paid holiday, shall qualify for payment. Persons on lay-off in excess of thirty (30) days or on leave of absence shall not qualify for paid holiday payment.

9.11 If an employee is required to work on any paid holiday, he shall receive at the discretion of the employee, an extra two (2) days pay or two (2) days in lieu. The Employer must be notified within three (3) days of the employee's decision. Available lieu days as determined by the Employer will be posted, and employees will bid on seniority basis for available days.

9.12 Should any paid holiday occur during an employee's vacation or day off, he shall receive either a day in lieu thereof or a day's pay at the employee's choice. If a day in lieu, is requested by the employee, it will be scheduled consistent with production requirements.

Should the Company require a Monday start-up after the summer closure, the Company will first request volunteers. Should insufficient volunteers be available, the Company will schedule remaining employees by reverse seniority within the required job classifications. At least three (3) weeks notice prior to start of summer plant shutdown will be given, should the Company require a Monday start-up.

ARTICLE 10

UNIFORMS

10.01 Drivers shall be allowed one (1) winter and one (1) summer uniform every eighteen (18) months. Winter uniforms shall consist of one (1) jacket, two (2) pair of trousers, five (5) shirts, and a cap,

In the first year of employment, employees may have an extra jacket. Summer uniforms shall consist of two (2) pairs of trousers, five (5) shirts and one (1) cap. Uniform allotment shall also include three (3) black ties.

10.02 The Employer shall pay two-thirds (2/3rds) of the cost and the employee pay one-third (1/3rd) of the cost of uniforms. The Employer shall pay for the cleaning of the driver's uniforms.

10.03 Uniforms must bear the Union label.

10.04 All inside employees will be supplied with uniforms suitable to perform their work assignments.

10.05 Employees who require parkas as part of their normal job duties will be supplied with one to be replaced when needed but not more than one per year. **Alternatively, they may choose a vest.**

10.06 On an **annual** basis, the Company will reimburse to any employee, the cost of Company-specified safety footwear upon receipt of invoice (as recommended via the Joint Health and Safety Procedures). Company-specified safety footwear is mandatory for employees working full-time in the Packaging Plant. Other safety footwear will be reimbursed to a maximum of **\$170.00** on an **annual** basis. Payment will be made by cheque within 5 days of receipt of invoice. Safety footwear must be worn at all times in the plant. Allowance may be banked if not used up in the year.

10.07 Employees required to work outside will be supplied with raincoats and rubber boots.

10.08 Maintenance employees will be supplied with trousers and shirts. In winter insulated pants will be available from central stores and returned upon completion of outside assignment. Central Maintenance, Scrubber/Janitor Operators and Hot Box Operators will be provided with one pair of insulated coveralls which will be replaced when worn out.

ARTICLE 11

SOCIAL WELFARE BENEFITS

11.01 Pension Plan Allowance

Effective May 1, 2000, the Company will **provide, a** payment of **\$19.23** per week to employees in lieu of Company contributions formerly paid into the Union pension plan. This is based upon conditions expressed in letter of understanding attached.

This allowance will be considered as earnings for the purpose of

vacation pay calculation in Article 9.05.

Effective January 1, 1995, the Company will cease paying employees on weekly paycheques, and will make a lump sum payment of \$1000.00 on December 15th of each year. For those employees who do not work 52 weeks during the calendar year, the amount will be pro-rated accordingly.

For employees who joined the UCPP under the one time offer effective January 1, 1999, the Company forgives the balance of the pension entry cost payable from May 28, 2000 onward. Further, all new hires, are required to join the UCPP as a condition of employment. New hires and the one-time UCPP entrants are disentitled to the above (\$1000 per annum) pension allowance.

One Time Pension Allowance: \$2000 Allowance payable on January 15, 2001 to all employees on the current seniority list. At the employee's discretion, payment to be made by company cheque less required withholding taxes, or if eligible, directly into an RRSP, if personal contribution room is available.

11.02 Welfare Plan

(a) The Employer will contribute a weekly amount to provide for the following benefits effective July 1, 1986, as scheduled in the Milk Driver Local 647 Welfare Trust Fund. The plan contract shall be the determinant document in all respects of eligibility and schedule of benefits.

(i) Life Insurance - \$35,000. with double indemnity coverage. Effective September 1, 1992.

(ii) Disability Income / Sickness and Accident Insurance for employees while employed. Effective with disabilities commencing on or after:

June 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
\$650 per week	\$650 per week	\$675 per week	\$700 per week

A maximum benefit period of thirty-nine (39) weeks, commencing on the first day of absence due to non-occupational accident or the fourth day of absence due to illness. It is understood that the Company will bear the total cost of providing the above Sickness and Accident Plan in lieu of the Employment Insurance program, therefore, the premium credit including the employee's portion by the Unemployment Insurance Commission or any governmental source, shall be retained by the Company.

(iii) Accidental Death and Dismemberment.

(iv) Semi-private and Ambulance

(v) The Company shall contribute the appropriate premium per week per employee towards the funding of the Union major medical rider.

(b) All contributions shall be forwarded to:

Employee Benefit Plan Services Ltd.,
Suite 600
300 John Street
Thornhill, Ontario
L3T 5W4

(c) The Employer agrees to pay the full premium for each week the employee has money coming to them while absent from work. The premium will then be paid by the Welfare Plan for a period to be arrived at by the Trustees for absences due to sickness or accident.

(d) All new permanent employees shall become eligible for the benefits described in 12.02 at the conclusion of sixty (60) days' employment. New Union employees or employees returning from lay-off or leave of absence shall be entitled to the above benefits from the first week of re-employment.

11.03 Prescription Drug Plan

(a) The company will pay the premium cost of a pay direct prescription drug plan equivalent to Blue Cross. Employees will be reimbursed by the company for all approved expenditures within two (2) working days. Effective September 1, 1990, prescribed vitamins will be included as part of Drug Plan coverage. Effective July 1, 1996, prescribed preventative drugs will be included as part of Drug Plan coverage.

(b) All new permanent employees, hired on or before the 15th day of the month, shall become and remain members of the Plan on the first day of the second month following their date of employment; all new permanent employees hired after the 15th day of the month shall become members of the Plan on the first day of the third (3rd) month following their date of employment.

11.04 Sick Pay Plan

The Employer agrees to provide a sick pay plan on the following basis:

(a) A bank of 7 days sick pay credits will be established for each employee beginning on the 16th day of December of each year. This bank of 7 days will be reduced by one-half ($\frac{1}{2}$)

day each month not worked, as per letter of Understanding dated January 29, 1970. Draw will be at employee's choice. An adjustment will be made to an employee's closing cheque if they fail to complete the full year of service.

- I. Where an eligible employee is absent because of sickness or non-occupational accident and has established a claim under the weekly indemnity plan, or is absent due to occupational accident, such employee shall continue to receive sick pay credits at one half day per month during the period of absence, up to a maximum of six months.
- II. An eligible employee who is laid off in any calendar month must have 10 working days credit in that calendar month to qualify for sick pay credit.
- III. An eligible employee who is on leave of absence must have 10 working days credit in a calendar month to qualify for sick pay credit.

(b) Pay-Out: It is agreed that the Employer will pay off any unused sick pay credits at the end of each calendar year. This payment will be made by December 15th of each year. Payments will be calculated on the basis of current wage rates.

11.05 Dental Plan

(a) The Employer agrees to pay the full cost of the Preventative Basic Dental Plan 9 and Rider 2, or its equivalent **and 50% of the cost of major procedures (inlays, onlays, crowns, caps and bridges) to an annual maximum of \$1000.**

The basis of payment for services and supplies will be as follows:

June 1, 2000	January 1, 2001	January 1, 2002	January 1, 2003
1999 ODA	2000 ODA	2001 ODA	2002 ODA

(b) All new permanent employees, hired on or before the 15th day of a month, shall become members of the Plan on the first day of the second month following their date of employment; all new permanent employees hired after the 15th day of a month, shall become members of the Plan on the first day of the third (3rd) month following their date of employment.

11.06 LTD

The Company will increase LTD premium contributions May 1, 2000 to provide the Monthly Income Benefits effective with disabilities commencing on or after: (2 years own occupation)

June 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
\$2200	\$2200	\$2300	\$2300

Life Waiver of Premium for Life Insurance is provided for all employees on L.T.D. under "own occupation" or "any occupation" conditions.

11.07 Vision Care

The Company will contribute the appropriate premium per employee per month to fund a Vision Care plan, effective July 1, 1996.

11.08 Retirement Benefit

Employees aged 55 or more who have a combined age plus service of 80 years or higher and elect to take early retirement will have prescription drug plan, Vision Care and Dental Plan premiums paid on their behalf to age 65 years.

11.09 Lay-off Benefits

The company will extend benefits coverage for laid off employees for four months following month of lay-off.

NOTE: If during the course of this agreement OHIP is reinstated, then the Employer will pay premiums for each eligible employee under the prior terms and conditions of the previous contract.

ARTICLE 12

BIDDING FOR VACANT POSITIONS

12.01 All bids are to be made in writing and are to be in duplicate, one (1) copy to management and one (1) copy to the Steward.

12.02 All job postings shall have the time posted and closing time for bids on the notice. Such postings shall remain on the notice boards in all departments for a period of two (2) working days (48 hours), which shall exclude Saturdays and Sundays. No employee's bid will be accepted after the closing time on the job posting.

12.03 All vacant positions and all new positions shall be publicly posted as stated in Clause 13.02.

12.04 The senior employee based on length of service shall have the first opportunity of bidding on such vacancy if qualified. If he or she declines, the next senior employee shall have such option and so on. The final vacancy shall be offered to the senior employee laid off. Acceptance of a position shall be considered equivalent to a successful bid.

successful bid.

Employees bidding into the laboratory, who have held a position in the laboratory, Craft group VI, within the last 8 years, will not be required to retake the written test.

12.05 Job postings will have a twenty-four (24) hour cool-off period commencing immediately after the bid closes but excluding Saturday and Sunday. At the end of the twenty-four (24) hour period employees who have bid on the job may decide if they wish to let their bid stand or withdraw it. If the bid remains, normal bidding rules will prevail. If the bid is withdrawn during the twenty-four (24) hour period only, then there will be no loss of bidding rights.

If after securing the bid job the employee doesn't qualify after the training period, he/she goes back to the position they left.

12.06 Job vacancies will be posted with no less than 48 hours between postings, except that multiple postings will be permitted within the same classification. The successful applicants' names will be posted within forty-eight (48) hours. Successful applicants will be put on the job within four (4) weeks of the award. Only one change as a result of successful bidding shall be permitted, per employee, per year.

12.07 Promotions to management positions shall be at the discretion of management.

12.08 In the event of the Company terminating an employee, that employee's job will not be posted for bid until the Company's final position, as expressed in the third stage meeting reply on the grievance, is issued.

ARTICLE 13

GENERAL NOTES

13.01 This Agreement shall not take from the employees any privileges they have hitherto enjoyed, except as are specifically dealt with in this Agreement.

13.02 Employees will be paid at the rate of the highest job class they perform during the course of a shift or at the rate of the job they regularly perform, whichever is greater.

13.03 No employee shall be asked or permitted to make any verbal or written agreement which may conflict with the Agreement.

13.04 Employees are not permitted to engage in any other major

occupation or business during the course of their employment.

13.05 In the case of lock-outs or strike of any Union, it shall not be considered a violation of this Agreement for any member of the Union to refuse to deliver goods where such a controversy is going on.

The Union will not call or sanction or enforce any sympathetic strike of its members and the Employer shall not aid other Employers in any fight that may be waged against the Union.

It is agreed that the participation of any driver or any employee in any such controversy shall not interfere with his regular duties with the Company.

13.06 It is also agreed that the wage summary outlined in Appendices "A", "B" and "C" is recognized as part of this Agreement.

13.07 In the event of a death in the immediate family of an employee covered by this Agreement, the Employer agrees to grant the employee the necessary time off without loss of pay up to five (5) days. Immediate family shall be considered as father, mother, mother-in-law, father-in-law, wife, husband, common law spouse, sister, brother, son or daughter.

Two days bereavement time off with pay will be allowed for the death of grandparents, grandchildren, **sister-in-law or brother-in-law.**

13.08 Where it is necessary for any employees to be absent from work on Union business, the Employer agrees to release such employee for the time necessary at the request of the Union, at no expense to the Employer.

13.09 Where an employee is called for jury duty or is subpoenaed as a witness, the employee shall be paid his full pay by his Company. Such employee will give their jury pay or witness pay cheque to the Company in return.

13.10 Shift staffs for groups I, II, III, IV, and VI shall be by choice of seniority. Employees are allowed to exercise this privilege once per year. Groups V and VII shall continue as presently practised. When an employee exercises his/her seniority to fill a requirement for a shift that is in place for less than one year, the employee's obligation to remain on that shift shall end when the shift is removed.

13.11 Before any changes to a rotational shift, the Employer and the Union agree to discuss and mutually agree to change in the present system.

13.12 a)The company will continue training programs as required by the operation.

(b)The company will create a joint training committee to give recommendations regarding all job training requirements.

13.13 No employee shall work alone when cleaning out tank trucks, tank cars or the large storage tanks.

13.14 The contract shall be printed in booklet form with the cost of printing borne by the Company. The company will provide the Union with a supply of printed contracts.

13.15 The Union shall be provided with five locked, glass-faced notice boards in Refinery, Packaging Plant, Specialty Fats Plant, Skylab and Maintenance.

13.16 Education Assistance

One hundred percent (100%) of Tuition fees and textbooks are paid by the Company for any course an employee is asked to take or is required to take as a condition of employment. The Company will pay fifty percent (50%) of the cost initially and fifty percent (50%) after the employee successfully completes the course.

13.17 It is the duty of all employees to make sure they are clean and tidy while processing food, and it is agreed that an employee failing to comply with this request will be subject to discipline by management.

ARTICLE 14

SUPERVISORS

14.01 No person who is excluded from the bargaining unit will be allowed to perform duties of an employee in the bargaining unit except in the case of emergency or for the purposes of training an employee.

ARTICLE 15

JOBGING OUT

15.01 For economic and/or capacity reasons it may from time to time be necessary for Unilever Canada, division of UL Canada Inc., to assign work to individuals outside the scope of the Collective Agreement. Should this be necessary, the Company and Union will meet and discuss the reasons for such work assignment.

ARTICLE 16

SEVERANCE PAY

16.01 Employees laid off after May 1, 1998, shall be placed on the re-employment list for five (5) years. Such employees shall be eligible for severance pay if not recalled within thirty (30) days. Severance pay will be calculated on the basis of ten (10) days pay per year of service up to the date of layoff. Partial years entitlement will be calculated to the nearest completed week of service. Employees may apply for severance pay at any time within the five year time period above, provided they waive, in writing, their re-employment privileges and resign their employment at that time.

This article will also apply to those employees who do not exercise their option to bump, and choose to go on the re-employment list.

ARTICLE 17

SAFETY COMMITTEE

17.01 Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices.

In support of this stated obligation, a Joint Health and Safety Committee, represented equally by Management and Union, will operate and meet on a regular basis, not less than once each three (3) months, during the life of this agreement. The purpose of this committee will be to develop and recommend safe guidelines and procedures in an effort to eliminate accidents. Further, individual plant and maintenance committees will function in a like manner.

- (a) The worker member of the safety committees will be elected for a two (2) year period. The worker certified member will be elected for a three (3) year period.

17.02 Any employee identifying a safety problem which needs attention should relate this concern directly to their immediate Supervisor, with the involvement of Department Health and Safety representatives.

An employee will not initiate a grievance regarding safety unless he/she has been unable to resolve the issue by the above procedure.

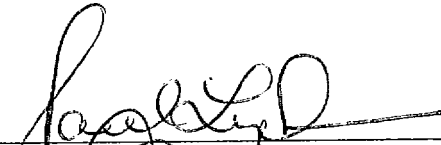
EXPIRATION AND RENEWAL OF AGREEMENT

This Agreement will be in full force and effect from May 1st, 2000 until April 30th, 2004 and thereafter from year to year until terminated or amended by either party as hereinafter provided. Not more than ninety (90) days and not less than thirty (30) days prior to April 30th, 2004 or any subsequent anniversary date, either party may notify in writing of its desire to negotiate amendments. Negotiations with respect to the proposed amendments must commence no later than thirty (30) days after the notice of such changes have been received.

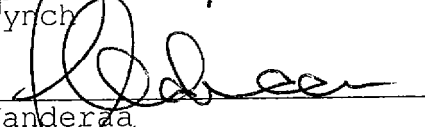
IN WITNESS THEREOF, the parties mentioned have executed this Agreement this 2nd day of June, 2000.

FOR THE EMPLOYER

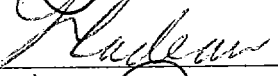
UL CANADA INC.



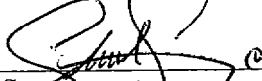
P. Lynch



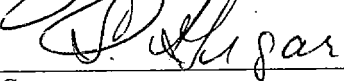
E. Vanderaa



L. Cadeau



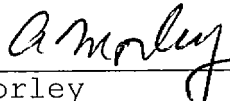
S. Savage



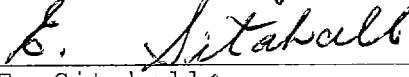
S. Grgar

FOR THE UNION

**MILK DRIVERS, DAIRY
EMPLOYEES, CATERERS AND
ALLIED EMPLOYEES, LOCAL
UNION 647**



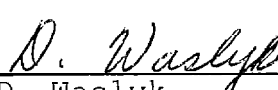
A. Morley




E. Sitahall



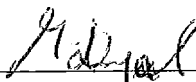
B. Sutherland




D. Waslyk




J. Braini



M. Dyal



R. Buckley



B. Radenic

WAGE APPENDIX "A"

Group I All Employees of the Packaging Plant

1.Oil/Milk Room Operator

May 1, 2000		May 1, 2001		May 1, 2002		May 1, 2003	
A	B	A	B	A	B	A	B
24.58	24.53	25.28	25.23	26.08	26.03	26.88	26.83

2.Machine Operator, Wash-up Operator, Hot Box Operator,
Scrubber/Janitor Operator

May 1, 2000		May 1, 2001		May 1, 2002		May 1, 2003	
A	B	A	B	A	B	A	B
24.46	24.41	25.16	25.11	25.96	25.91	26.76	26.71

NOTE: Progression from B Rate to A Rate after completion of training,

Group II - All Employees of the Shipping and Receiving Department

Shipper and Receiver, Distribution Operator

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
24.46	25.16	25.96	26.76

Group III - Central Maintenance Employees

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
26.72	27.42	28.22	29.02

Welding premium - an additional "Welding Premium" is to be paid to five holders only of a current high-pressure welding card as per the schedule below. The fifth holder will be accepted by seniority from either the Central or Packaging Maintenance departments.

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
50 cents per hour	50 cents per hour	55 cents per hour	55 cents per hour

Definitions

Class A **General Mechanics** To have one of the following qualifications:

- (1) Certified Construction Millwright, or Industrial Maintenance Millwright.
- (2) A recognized indentured apprenticeship, which is defined as any certification the employee needs to satisfy the needs of the company.

Class B Specialized Trades

Lift truck mechanic
 Pipefitter welder
 Electronic technician

NOTE: Apprentices assume job-class seniority upon attaining certification.

GROUP IV - Maintenance Employees - Packaging Plant

Automatic Packaging Equipment Mechanic (Pack. Plant Only)

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
26.72	27.42	28.22	29.02

Definition

To have completed an apprenticeship in the trade of machine fitter, or bench fitter or Industrial Maintenance Millwright with demonstrated Packaging ability.

GROUP V - Employees of the Refinery Staff

1. Hydrogenation Operator, Control Room Operator, Formulation Operator, Unloading/Acidulation Operator, Specialty Fats Refinery Operator

May 1, 2000		May 1, 2001		May 1, 2002		May 1, 2003	
A	B	A	B	A	B	A	B
24.55	24.49	25.25	25.19	26.05	25.99	26.85	26.79

NOTE: While the Refinery and Specialty Fats Refinery are actually in operation, Control Room Operators, Batch Operator, and Specialty Fats Refinery Operators Group V shall receive a 15¢ premium above their rate. This payment shall be at the discretion of management without job posting and applies to a maximum of two (2) operators per shift and Batch Operator.

2. General Help

May 1, 2000		May 1, 2001		May 1, 2002		May 1, 2003	
A	Probation	A	Probation	A	Probation	A	Probation
24.00	23.47	24.70	24.17	25.50	24.97	26.30	25.77

NOTE: Progression from B Rate to A Rate after completion of training.

Group VI - Laboratory Employees

1. Chief Technician

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
24.62	25.32	26.12	26.92

2. Skilled Technician

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
24.55	25.25	26.05	26.85

Group VII - Over the Road Tank Truck Drivers

1. Driver*

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
24.46	25.16	25.96	26.76

* Provided trips are within a one hundred (100) mile radius of the Rexdale Plant. For trips which extend beyond a one hundred (100) mile radius of the Rexdale plant, the hourly rate shall be replaced by mileage at the rate of **44 cents per mile effective May 01, 2000 and 45 cents per mile effective May 01, 2002.** In no case shall there be any use of both of the above systems of pay but only one shall apply depending solely on mileage ratings from the Rexdale Plant. All work performed after finish of mileage run will be paid at time and one half (1 & ½), if mileage run is in excess of eight (8) hours.

1. **Breakdown Time**

Tank Drivers while on mileage rate will be paid for breakdown time at straight hourly rates from time of breakdown until driver is accommodated or is on his way. After twelve (12) hours from the time driver is accommodated, he shall be paid up to a maximum of (10) hours in the first twenty-two (22) hour period from the time of accommodation. The same principle shall apply in each succeeding twenty-two (22) hour period. Such payment shall

end when driver resumes his trip.

2. **Waiting Time**

Tank drivers while on mileage rate will be paid for waiting time to load or unload in excess of one (1) hour at straight hourly rates. Waiting time to load or unload in excess of (8) hours will be paid at one and one-half (1 & ½) times the straight hourly rate.

3. **Pumping Time**

Tank drivers while on mileage rate will be paid for pumping time at destination up to a maximum of two (2) hours at straight hourly rates.

4. The company will re-imburse the drivers for any run requiring overnight accommodation up to \$70.00, based upon receipts submitted, for motel accommodation effective upon signing of contract.

APPENDIX "B"

TOOL ALLOWANCE

An annual tool credit allowance shall be provided for maintenance personnel as follows:

2000	2001	2002	2003
\$385	\$390	\$400	\$400

Tool Allowance to be paid effective May 1st of **each year** with no receipts and no banking.

Employees in the service of the Craft Group for less than twelve (12) months shall receive an allowance on a pro rata basis upon completion of their probationary period.

SHIFT PREMIUM

There shall be a "C" shift premium for all hours worked starting at or after 3:30 p.m. and an "A" shift premium for all hours worked starting at or after 11:30 p.m. and finishing on or before 7:30 a.m. of the following day, as follows:

C Shift:

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
85 cents	85 cents	95 cents	95 cents

A Shift:

May 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
\$1.15	\$1.15	\$1.25	\$1.25

APPENDIX "C"

Cost of Living Allowance

All employees covered by this Agreement, except students, seasonal employees and probationary employees shall be entitled to a Cost of Living Allowance (COLA) based on the Consumer Price Index (CPI - all items, Canada - base, 1971 = 100) published by Statistics Canada, as set forth below:

- (a) Effective May 1, 1986, fifty (50¢) cents of the existing entitlement will be folded into wages. Leaving zero float.
- (b) The CPI published for March 1986, 13 week quarter shall be compared with the CPI published for June, 1986, 13 week quarter. An allowance of one cent (1¢) per hour shall be paid for each hour worked from July 1, to September 30, for each zero point five (0.5) point increase by which the June, 1986, quarter CPI exceeds the March, 1986 quarter CPI. This allowance will be paid on a separate COLA cheque to be provided no later than the first Friday of the week following the quarter.
- (c) The September, 1986, 13 week CPI shall then be compared with the CPI published for June 1986, 13 week quarter. The allowance shall be adjusted by an additional one cent (1¢) for each hour worked for October 1 to December, 31, 1986 quarter for each zero point five (0.5) increase by which the September 1986 13 week quarter CPI exceeds the June 1986 CPI. This allowance will be paid on a separate COLA cheque to be provided no later than the first Friday of the week following the quarter.
- (d) A similar comparison shall be made thereafter on the basis of CPI published every succeeding thirteen (13) week accounting period. Notwithstanding the foregoing, however, this allowance shall not exceed a maximum of two dollars and twenty-five cents (\$2.25) for the term of the Collective Agreement.

- (e) If there is a decrease in the CPI on the basis of the quarter to quarter comparison, the allowance shall be adjusted downward by using the formula mentioned above, but an employee's applicable hourly rate shall not be affected.
- (f) The COLA as calculated above shall not form part of an employee's applicable weekly or hourly rate as detailed in the Wage Appendices of this Agreement, and shall not be included in the calculation of any form of pay, allowance or benefits except as is required by law or as provided by paragraph (a) of this appendix.
- (g) Continuation of the COLA formula shall be conditional upon the continued availability of the official CPI in present form and calculated on the same basis as in March 1986. no adjustment retroactive or otherwise shall be made due to any revision which may be in a published index, unless due to a mathematical error in it's calculation.
- (h) Group VII Over the Road Tank Truck Drivers, while on mileage rate, shall be credited with one (1) hour for every forty (40) miles, for the purpose of the COLA calculations.

LETTER OF UNDERSTANDING
D SHIFT GUIDELINES

April 24, 2000

GENERAL

Employees working D shift will not be advantaged or disadvantaged in regards to benefits. Monetary references are subject to change as per the current Collective Agreement.

BENEFITS

As per collective agreement.

SHIFT IMPLEMENTATION / DISCONTINUANCE

At the start-up of a D shift, employees will work the regular work week leading into the first D shift weekend and have the following week (M - F) off. At the end of a D shift, employees will have the week off following the last D shift.

JOB FILLING

To crew the D-Shift, volunteers from the relevant Craft Group(s) and Classification(s) will be selected based on seniority. If there are insufficient volunteers, junior employees will be assigned to the shift. Certain qualifications may be required (ie: qualified as tow-motor or walkie operators). Training to be provided as required.

ROTATING D SHIFT (Refiney)

Employees who volunteer to work on a rotating D shift are committed to that work cycle and can only leave D shift by bidding out to another Job Classification.

STEADY D SHIFT (Packaging & Skylab)

Employees who volunteer to work on a steady D shift are committed to the shift schedule for one year or for the duration of the requirement. If the company continues D shift beyond one year, posting for volunteers will occur annually.

COLA

Each 24 hours worked on the D shift will be deemed to be equal to 40 hours for the purposes of calculating COLA as per the following formula: eg. $\$2.25 \times 20 / 12 \text{ hrs.} \times \text{hrs. worked.}$

VACATION

Pay will be calculated as per the collective agreement. For the purposes of calculating vacation time, one D shift (plus 5 days following) will equal one week of vacation. A full D shift is considered 40 hours of vacation therefore employees are ineligible to work overtime during the Monday through Friday following.

A Saturday is considered 16 hours of vacation therefore employees are ineligible to work overtime during the Monday and Tuesday following.

A Sunday is considered 24 hours of vacation therefore employees are ineligible to work overtime during the Monday, Tuesday and Wednesday following.

OVERTIME

Will be available to all qualified employees when absence occurs. Existing departmental overtime rules apply as per Collective Agreement. D shift packaging employees are considered B shift employees and shall cover C shift overtime. The maximum amount of overtime allowable is 22.5 per week as per internal overtime guidelines.

STATUTORY HOLIDAYS

Statutory Holiday pay will be paid as usual. An additional day off will not be given in lieu unless the employee works on the statutory holiday.

DAYLIGHT SAVINGS TIME

Time changes will not be acknowledged during the 48 hour D-Shift weekend.

BEREAVEMENT

D Shift Saturday and Sunday equals 2 days from 5 day entitlement for immediate family.

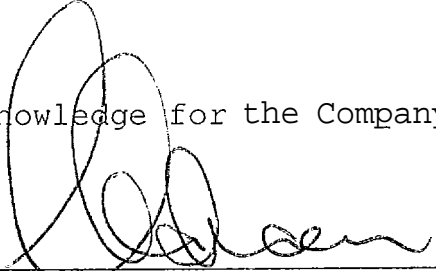
SHORT TERM DISABILITY BENEFITS

Existing benefit provision remains in place with the following principle: No employee shall receive less short term benefits than provided for in a "regular week" scenario.

Pursuant to that principle, the Company shall compensate an employee on the D-shift for hours lost over and above the waiting period (normally 3 working days) which are not covered by the disability plan insurer. Such compensation by the Company ("Company Disability

Compensation") shall be at the same rate as that provided under the Short Term Disability Plan (\$650 maximum based on a 7 day flat rate plan) and shall apply until the insurance benefits apply, but only to a maximum of the normal benefits which an employee would receive for the loss of 24 straight-time hours. Such Company Disability Compensation is payable only upon receipt of a fully completed claim form and shall be subject to the employee being otherwise eligible for disability benefits.

Acknowledge for the Company:



A. T. Vanderaa
Plant Manager

Acknowledge for the Union:



A. Morley
Business Agent

August 9, 1988

Revised: June 2, 2000

LETTER OF UNDERSTANDING

Re: Pension Plan Exit

During the 1988 round of negotiations, the following agreement was reached between the parties.

The employees of Monarch Fine Foods, members of Local 647 had collectively requested of the Union executive that they be allowed to exit from the Multi-Employer Pension Plan which exists for Local 647 members. The Union executive agreed to negotiate this demand and presented it during the collective bargaining process.

The Company agreed to this based on complete exit of the plan by all members of our bargaining unit.

The Company agrees to pay directly to employees the sum of \$19.23 per week which represented the Company's portion of the premium paid on behalf of each member of the Pension Plan.

Deduction of the employee portion of the premium will cease. These changes will become effective when, following ratification of the amended contract, the Union executive arranges with the Plan Administrator for the completion of the exit procedures required by law in an expeditious manner as can be reasonably expected.

For the purpose of this contract, we will assume the effective date to be October 1, 1988. The exact date will be determined by the Union and the Plan Administrator.

Agreed for the Union:

A. McConkey
E. Sitahall
A. Morley
M. Reid
M. Mask
J. Parry
R. DeBartok

Agreed for the Company:

D.J. Brown
P.P. Schur
A.L. Saul
S.T. Ashby
D. Dobbins

May 2, 2000

LETTER OF UNDERSTANDING

Subject: Clarification of Work Responsibilities Operating Engineers

The Plant Services Manager has total responsibility for Building Services site-wide for which purposes he will utilize skilled tradesmen from the I.O.U.E. Local 772, Teamster Local 647, and contractors.

Operating Engineers are designated to provide a service function to all areas of the site and are specifically responsible for the following duties, to monitor, maintain and service:

- all steam, water, condensate and air lines up to and including isolation valves
off the mains in the Packaging Plant Building
- utility meters (site-wide)
- all ammonia equipment, piping and instrumentation. To isolate NH³ from equipment.
- steam heating equipment and connecting lines located in the Packaging Plant Building
- all sprinkler equipment and systems site-wide
- all hot-water tracing equipment and piping in the oil room
- oil room hot water tank and controls
- all chilled water equipment and piping
- buildings and services including sewers, and washrooms for Packaging Plant
- all steam boilers site-wide and associated equipment
- air compressors, associated equipment and pipelines in the boiler room, and
mainline air receivers site-wide

- all air handling and air conditioning units installed site-wide
- all gas fired heaters and piping site-wide
- all building supply and exhaust fans site-wide (exception process in refineries)
- Packaging Plant utility loops originating in Boiler Room, up to and including isolation valves
- maintain cooling tower chemical treatment systems site-wide
- inspection and maintenance of all emergency response equipment.
- perimeter fence gates and Packaging Plant Roll up doors

Under any emergency situation, the Plant Services Manager is expected to use his best judgement in selecting personnel to secure the Plant and Services.

A. T. Vanderaa
Plant Manager

The above guideline is subject to review and updating at anytime by all parties. Final changes are subject to Management acceptance.

Letter of Intent

Re: Maintenance Training

Over the term of the contract, in order to promote the training of interested Group 3A maintenance personnel, it is the intent of the company to provide six (6) months training periods in each of the Specialty Fats Plant, Base Refinery, and Packaging Plant.

The training will be limited to one such employee in the Packaging Plant and Specialty Fats Plant, and one in the Refinery at any one time.

The Maintenance Manager will review the progress quarterly and advise the maintenance steward of his evaluation.

Acknowledge for the Company:

D. J. Brown
Vice President, Manufacturing

Acknowledge for the Union:

A. McConkey
Business Agent

July 10, 1984

Letter of Intent

Re: Clause 16.01

During these negotiations the Company re-asserted its intent to comply with 16.01 by agreeing to instruct managers to communicate to the union steward involved the reasons for such outside work assignment.

Acknowledge for the Company:

D. J. Brown
Vice President, Manufacturing

Acknowledge for the Union:

R. Doner
Business Agent

May 20, 1992

Letter of Intent

It is our intent that the Maintenance Manager and Maintenance Steward will meet weekly to inform the Steward concerning contract work within the Maintenance Department.

Acknowledge for the Company:

A. Saul
Engineering Manager

Acknowledge for the Union:

A. McConkey
Business Agent

August 12, 1992

NOTICE

PACKAGING PLANT OVERTIME

The following procedure for obtaining overtime in the Packaging Plant has been agreed between the Company and the Union after study by an Overtime Committee.

Overtime is a most sensitive subject and all parties involved in these discussions acknowledged that there is no system that will be considered best by everyone.

It is most important however that we do adopt a system and it is everyone's interest to make this system work.

In order that you can be easily contacted for overtime, please ensure your current phone number is registered with Packaging Plant Supervision.

There is no change in the system to be adopted for packers except that sample checkers (when applicable) will be placed on the bottom of the packers rota and receive priority for the overtime in their classification.

The agreed system is then as follows:

1. Vacation positions are first filled by any spare trained persons before an overtime list is consulted.

2. Overtime lists are formed as follows:

Personnel are listed by classification and shift. When overtime is offered, the appropriate hours are listed against the person's name. New employees are inserted in their place of seniority and new or transferred employees will be charged with the average hours of the list to which they are transferred. (New employees are those who have recently started with the company and successfully completed probation.)

3. An acceptance, refusal, or failure to contact is counted equally. Persons unavailable due to sickness, leave of absence, compensation, absence, other business or vacation will be counted as if overtime had been offered to them. Overtime will be charged according to number of hours offered. The only exception being Union steward(s) attending negotiations will not be charged overtime hours.

4. Persons in training for skilled positions will be eligible for overtime as their training progresses to a level of competency for each individual work station, Probationary employees will be eligible for overtime only when all others in their craft group have refused.
5. Overtime is first offered to the people in whose classification the overtime exists.

Example:

"B" Shift overtime is first offered to classified "A" Shift then classified "C" Shift.

"A" Shift overtime is first offered to classified "C" Shift then classified "B" Shift.

"C" Shift overtime is first offered to classified "B" Shift then classified "A" Shift.
6. Once the list of classified persons has been exhausted as above, then qualified persons are offered the overtime. In this case, overtime will be offered by going to the person with lowest hours in Craft Group I.
7. Overtime hours worked or offered will be charged at the overtime premium rate.
8. On a weekly basis, a copy of the overtime sheets will be publicly posted.
9. Each week the overtime lists are re-drawn with the person with lowest hours at the top. The hours are returned to zero annually.
10. Overtime on Saturday "B" and "C" Shifts and Sunday "A", "B" and "C" Shifts will be offered to persons in whose classification the overtime occurs. The person with lowest hours to get choice of shift.
11. Employees who are awarded make up overtime, due to an administrative error, will be allowed three weeks from date of settlement to work this overtime.
12. Overtime will be offered in eight hour blocks. Should an employee who is offered eight hours prefer to work four hours, he/she will indicate this to their

Supervisor when asked. The Supervisor will then go to a phone list which has been established indicating those employees who are willing to work the second half of the shift. If no one is willing to work the second half of the shift, the Supervisor will continue to offer eight hours to other employees. Only employees who signed a list indicating they wished to be phoned at home for overtime will be contacted.

13. Start-up overtime is exempt from these procedures but overtime hours worked will be charged.

14. An employee transferred from one shift to another, will carry-over their existing overtime hours, to their new shift, should no other employees exist within their job classification on the new shift.

In witness of the parties, hereto mentioned this Agreement has been agreed on the day of

D. Dobbin
S.J. Heaslip
P.F. Legge
A.L. Saul
A.T. Vanderaa

A. McConkey
M. Reid
J. Parry
M. Powers
J. Shirt
D. McFarlane
E. Sitahall
D. Waslyk
B. Pellicciotta

WELFARE PLAN SUMMARY

Unilever Canada, division of UL Canada Inc.

All of the Welfare Plan Benefits stipulated in this Collective Agreement are provided through The Milk Drivers and Dairy Employees Local 647 Welfare Trust Fund. This Fund is managed by four Trustees representing Employers contributing to the Fund under this and other Collective Agreements, and four Trustees appointed by Local Union 647. The Trustees hold Contracts of Insurance that specify the Benefits contained in this Collective Agreement, as well as others, and determine Standard Rules of Eligibility and Termination.

The following summary of your Benefits will provide you all of the information you need to determine who is covered by the Plan, when you become covered and terminated and the Benefits under this particular Collective Agreement. Since the Benefits are provided through Insurance Contracts, in the event of a dispute the Provisions of the Insurance Contracts will prevail.

GENERAL PROVISIONS

Eligibility

- - Employees who are members in good standing of Local Union 647 together with their spouse, unmarried dependent children under Age 21 and unmarried dependent children to age 23 in full time attendance at an institute of higher learning, are eligible for benefits.

Effective Date of Benefits

- - All employees are required to complete an Application Card, recording necessary information about the employee and his/her dependents. This Card is available from the Company, Local Union 647 or the Administrator. New employees are covered by the Plan on the first day of the calendar month following the first week for which the Company makes contribution to the Trust Fund. Employees hired or rehired by the Company are covered from the date of

employment or re-employment if they were covered by the Plan at any time during the sixty days prior to such employment or re-employment. Employees covered by the Plan who are rehired by the Company in accordance with the lay-off/recall provisions of this Collective Agreement, will again be covered by the Plan on the date of re-employment.

Dependents of eligible employees are covered on the date the employee is covered, or the date they become dependents, whichever is later. If the employee is disabled on his/her effective date, all benefits are postponed until the date of return to full time employment. If the employee is covered by the Plan, and disabled on the effective date of an improvement or new Benefit, the employee and dependents remain covered by the old Plan until the employee returns to full time employment.

Your completed Application Card should be submitted to your Employer, who is required to submit that completed Card with the first Monthly Contribution Report on which the employee's name is recorded.

Termination Date of Benefits

-- If employment terminates for any reason other than retirement, all benefits except Disability Income cease at the end of the month in which employment terminated. Disability Income Benefits cease on the last date employed. As noted later in this Summary, certain Benefits are continued for Retired Members.

Benefits for Active Employees and Retired Employees cease in the event that the Employer ceases contributions to the Trust Fund. The date of termination of such benefits will be determined in accordance with the date such contributions cease.

Retired Members' Benefits

-- Upon retirement, members with at least five continuous years' coverage immediately preceding retirement are covered by \$4,000 Life Insurance for the first twelve calendar months following the month in which retirement commenced and \$2,000 Life Insurance thereafter.

Effective September 1, 1992 employees who are 55 or more and have age plus service of 80 years or more who elect to take early retirement will have Prescription Drug Plan, Vision Care and **Dental** Plan coverage until age 65.

Continuation of Benefits During Disability

- - Employees who become disabled, and in receipt of a benefit from the Weekly Indemnity Plan, will remain covered by the Benefits provided them at the onset of disability while so disabled, up to the Maximum Benefit Period of the Weekly Indemnity Plan described herein. If the disability is compensable by Workers' Compensation, then the benefits described herein will be continued for 18 months or cessation of Workers' Compensation, whichever is earlier.

BENEFITS

Life Insurance (Employee Only)

- The benefit is provided by a Group Term Life Insurance Policy, which provides that premium payments are waived, and the benefit at the onset of disability remains in force, up to Age 65, in the event of total and permanent disability occurring while insured and before Age 65. Waiver of Premium is provided for all employees on L.T.D. under "own occupation" or "any occupation" conditions. At age 65, the Life Insurance Benefit for Retired Employees becomes effective if the disabled employee has fulfilled the five year coverage requirement.

Employees who terminate employment may convert to an individual Life Insurance Policy, without evidence of good health, by making written application to the Insurer within 31 days of the date employment terminates.

Effective September 1, 1992 the Amount of Life Insurance will be \$35,000.

Accidental Death and Dismemberment (Employee Only)

- - This benefit provides the payment of a Principal Sum, or

part thereof, for losses that occur within 365 days of a causative accident. In the case of life, the benefit is payable to the employee's named beneficiary under the Life Insurance Benefit; for other losses, the benefit is payable to the employee.

TABLE OF BENEFITS

For loss of:	Amount
Life (in addition to the Life Insurance)	Principal Sum
Both Eyes..	Principal Sum
Both Hands..	Principal Sum
Both Feet	Principal Sum
One Hand and One Foot	Principal Sum
One Hand and Sight of One Eye	Principal Sum
One Foot and Sight of One Eye	Principal Sum
One Leg	3/4 Principal Sum
One Arm	3/4 Principal Sum
One Hand	1/2 Principal Sum
Sight of One Eye..	1/2 Principal Sum
Both the Thumb and Index Finger of One Hand	1/4 Principal Sum

The Principal Sum is the maximum payable for all losses due to any one accident. No benefits are payable for losses due to intentionally self-inflicted injuries, suicide, declared or undeclared war, full time service in the armed forces, or while a crew member in any aircraft.

Effective September 1, 1992 the Principal Sum will be \$35,000.

Short Term Disability Income Benefit --
 Non-Occupational Disability Only (Employee Only)

-- Commencing on the first day of examination by a physician for total disability due to an accident, or the fourth such day for illness, the Plan pays a Weekly Benefit up to a specified Maximum Benefit period. "Total disability" means the employee's inability to perform each and every duty of his/her occupation. Disabilities due to pregnancy are limited to fifteen weeks unless there are complications. Disabilities separated by less than thirty days of full time work are considered one disability, unless the subsequent disability is due to an unrelated cause and commences after

the employee's return to work. The disability must be certified by a Medical Doctor.

Benefits are not payable unless the disabled employee is losing wages on account of the disability. Therefore, benefits are not payable for periods of time during which there are no lost wages, such as Vacation, Leave of Absence, etc.

WEEKLY BENEFIT -

June 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
\$650 per week	\$650 per week	\$675 per week	\$700 per week

MAXIMUM BENEFIT PERIOD --

39 weeks

Semi-Private Hospital Benefit
(Employees and Dependents)

- - The Plan pays the hospital's daily charge for the difference in cost between a semi-private room and standard ward.

Ambulance Benefit (Employees and Dependents)

- - For necessary ground ambulance service, to or from a hospital, the Plan pays \$30 for each period of Disability (as defined under the Disability Income Plan). This amount is applicable to the deductible amount of OHIP's Ambulance Benefit, and does not duplicate in any way the OHIP Ambulance Benefit.

Special Accident Benefit (Employee and Dependents)

- - The Plan allows up to \$300 for certain services or supplies received within three months of a causative accident that is not covered by Workers' Compensation.

ELIGIBLE EXPENSES

1. Hospital charges resulting from confinement.
2. Medical or surgical treatment of supplies.
3. Diagnostic services.

4. Services of a registered nurse.
5. Dental x-ray, or examination.

Long Term Disability Income Benefit (Employee Only)

-- Effective with disabilities commencing on or after August 1, 1982, a Monthly Income Benefit will be paid to employees who are totally disabled commencing with the exhaustion of the Short Term Disability Income Benefit provided herein. The employee will be regarded as "totally disabled" when the nature and degree of the disability is such that the employee cannot perform each and every duty of any occupation for which he/she is reasonably suited, having regard for education, training and experience. Effective with disabilities commencing on or after July 1, 1996, the employee will be regarded as "totally disabled" during the first 24 months of such disability when the nature and degree of the disability is such that the employee cannot perform the regular duties of his own occupation. The Benefit is payable as long as the employee is "totally disabled," and ceases upon the earliest of death, recovery or attainment of Age 65. Benefits are not payable for any disability resulting from intentionally self-inflicted injuries, while sane or insane; riots, insurrections or any act of war, or the commission of, or an attempt to commit, any criminal act.

If the disabled employee is in receipt of a benefit under the Workers' Compensation Act, on account of the same disability, the Monthly Income Benefit otherwise payable under this Plan will be reduced, dollar for dollar, by any amounts payable under the Act.

If a disabled employee is in the "grey" area between total disability and total recovery, and attempts some form of "light work" under the supervision of a physician, the L.T.D. Benefit will be reduced by 66.6% of income derived from such rehabilitative employment for up to two years of such employment. If the employee cannot continue the employment for health reasons, he/she goes back on full L.T.D. Benefits; if still so employed after two years, the L.T.D. Benefit ceases since he/she is no longer regarded as "totally disabled."

The Monthly Income Benefit payable is determined by the

Insurer's Premium for this benefit, in comparison with the Company's contribution for the benefit. Effective with disabilities commencing on or after: (2 year - own occupation)

June 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
\$2200	\$2200	\$2300	\$2300

Dental Care Plan No. 9 (Employee and Dependents)

-- The Plan became effective August 1, 1982 and covers the following dentist's services:

1. Oral examinations, once every 6 month.
2. Prophylaxis (cleaning and scaling of teeth) once every 6 months. This treatment is eligible if performed by a Dentist, or a Dental Hygienist under the direct supervision of a Dentist.
3. Bite-wing x-rays, once every 6 months.
4. Topical application of anti-cariogenic agent, once every 6 months. This treatment is eligible if performed by a Dentist, or a Dental Hygienist under the direct supervision of a Dentist.
5. Full mouth series of x-rays, once every 24 months.
6. Extractions and simple alveolectomy at a time of tooth extraction.
7. Surgical extraction of impacted teeth.
8. Surgical removal of tumors, cysts, neoplasms, plus the incision and drainage of an abscess.
9. Amalgam, silicate, acrylic, and composite fillings.
10. Provision and spare maintainers for missing primary teeth and provision of habit breaking appliances.
11. Diagnostic x-ray and laboratory procedures required in relation to dental surgery.
12. General anesthetic required in relation to dental surgery.
13. Consultation required by the attending Dentist.
14. Endodontics and periodontics.
15. Relining, rebasing, repair and adjustment of existing dentures.
16. Effective September 1, 1988, partial or full dentures, limited to one claim per person per three year period.
17. 50% of the cost of major procedures (inlays, onlays, crowns, caps and bridges) to an annual maximum of \$1000.

EXCLUSIONS:

If the service arises from any of the following events, no benefit is payable:

- a) intentional self-inflicted injuries or illness while sane or self-inflicted injuries while insane.
- b) Any service for which the insured person is entitled to indemnity of compensation under any Workers' Compensation Act.
- c) Cosmetic surgery or treatment (when so classified by the Insurer) unless such surgery or treatment is for accidental injuries and commenced within 90 days of an accident.
- d) Services payable under any government plan of insurance, or insurable only under any government plan of insurance.
- e) Injury resulting from insurrection, war, services in the Armed Forces of any country or participation in a riot.

BASIS OF PAYMENT:

The basis of payment for services and supplies will be as follows:

June 1, 2000	January 1, 2001	January 1, 2002	January 1, 2003
1999 ODA	2000 ODA	2001 ODA	2002 ODA

Drug Plan (Employee and Dependents)

The Plan pays the amount charged by a pharmacist, dentist, physician or hospital for prescribed drugs, prescribed preventative drugs, prescribed vitamins, medicines, sera, injectibles, insulin and diabetic supplies. Patent medicines, and expenses covered by any other agency are not covered.

Visioncare Plan (Employee and Dependents)

- Effective with prescriptions filled on and after July 1, 1996 the Plan will pay the amount charged by a Dispensing Optician or Optometrist for corrective lenses and frames

prescribed by an Ophthalmologist or Optometrist, up to three maximums:

Single Lenses. \$300
 Bifocal Lenses \$300
 Trifocal Lenses:

June 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
\$325	\$325	\$350	\$350

Only one claim is allowed per insured person per 24 consecutive months, except in the case of children requiring a more frequent change in lenses due to progressive myopia, hyperopia or astigmatism. In this case, and provided there is a change in prescribed lenses, the above maximums apply each 12 consecutive months.

Contact Lenses

The above limits may be applied to contact lenses also, however, in addition, contact lenses may be covered under the Special Contact Lens Benefit which is subject to a lifetime maximum of \$300.

Exclusions

The Plan will not pay for sunglasses, special tints, frame ornamentation or personification, or make any special allowances if your glasses or contact lenses are lost, stolen or broken.

Major Medical Plan (Employee and Dependents)

Effective July 1, 1986, this plan provides the following benefits:

DEDUCTIBLE --

There is no deductible.

CO-INSURANCE

The Plan will pay 100% of the reasonable and customary charges incurred for Eligible Expenses.

MAXIMUM BENEFIT --

The maximum amount payable on account of any Insured Person (Employee or Dependent) is \$20,000 in any consecutive thirty-six month period. In the event that any person incurs Eligible Expenses of at least \$1,000 the employee may make application to the Insurer (through the Administrator) to have the \$20,000 Maximum Benefit reinstated.

ELIGIBLE EXPENSES --

The following expenses are covered, on the express understanding that they are prescribed--that is, recommended--by the attending physician.

1. Charges for the services of a Registered Nurse (R.N.) of Registered Nursing Assistant (R.N.A.) at the insured individual's residence, provided the R.N. or R.N.A. is not normally resident in the insured person's home, **or** in a public general hospital.
2. Charges for hospital services and supplies obtained from an out-patient department of a licensed hospital or surgical supply company while not confined in a hospital.
3. Ambulance: charges for licensed ambulance service or other emergency service (including fare of an attendant where necessary) when used to transport the insured person from the place where bodily injury or disease is suffered to the nearest hospital where adequate treatment can be rendered or from one hospital to another or from hospital to the insured person's residence.
4. Services and Supplies: charges for the following services and supplies:
 - a) purchase of braces, crutches, surgical stockings, artificial limbs and eyes and prosthetic devices approved by the Insurance Company including surgical brassieres and breast prostheses required following a mastectomy

- b) rental of or, at the Insurance Company's option, the purchase of a wheelchair, hospital-type bed, iron-lung, or other durable equipment for temporary therapeutic use.
 - c) oxygen and blood serum
 - d) orthopaedic shoes prescribed by a podiatrist or physician up to a maximum of one pair per calendar year.
5. Emergency Treatment: charges for the following emergency treatment required by an insured person who is temporarily outside of their Province or Territory of residence:
- a) room and board in a licensed hospital up to ward level for each day that the person is confined in hospital
 - b) hospital services and supplies furnished by a licensed hospital
 - c) diagnosis and treatment by a physician or surgeon.
6. Diagnostic X-Ray and Laboratory Expenses: charges for diagnostic tests and radiological treatments including x-rays and laboratory tests and radium treatments.
7. Physiotherapy: charges for the services of a qualified Physiotherapist, who is not normally resident in the insured person's home.
8. Speech Therapy: charges for the services of a qualified Speech Therapist, up to a maximum payment of \$200 per calendar year for each person.
9. Hearing Aids: charges for hearing aids prescribed by a legally licensed Otolaryngologist, up to a maximum payment of \$400 for one instrument per insured persons in any four consecutive years.
10. Chiropractor, Homeopath, Chiropodist, Massage Therapist

(RMT registered) and Acupuncturist services up to a maximum payment per calendar year for each person as follows:

June 1, 2000	May 1, 2001	May 1, 2002	May 1, 2003
\$250	\$250	\$275	\$275

LIMITS AND EXCLUSIONS --

No benefit will be paid if legislation prevents such payment. Benefits will be reduced by amounts paid, or payable, by government plans such as OHIP.

How to Claim Benefits

- - All claims, except those under the Drug Plan, are to be submitted on the proper form, along with appropriate bills or receipts, to the Administrator:

Employee Benefit Plan Services
Suite 600, 300 John Street
Thornhill, Ontario L3T 5W4
General Inquiry: (905) 731-0802
Welfare Claims: (905) 731-1412
Toll Free Number (within Ontario) 1-800-263-3564

Claims under the Drug Plan are to be submitted to the Plant Human Resources Office. Dental Claim Forms are usually stocked by the Dentist. Claim Forms for Disability Income must be submitted through the Employer. Claim Forms can be obtained through your Employer, Union Office, or the Administrator.

If you are making a claim under the Visioncare Plan, please be sure to enclose the bill or receipt from the Dispensing Optician or Optometrist. This bill or receipt must show comprehensive information in terms of what has been dispensed, and particularly include information regarding the change in lenses if the claim is being made for the annual change in children's glasses.

Submission of Claims

- - All claims, except Weekly Indemnity, must be submitted within 90 days of the date the loss or expense is incurred. Weekly Indemnity claims must be submitted within 2 weeks of the date a physician is first consulted for the disability.

Disclaimer

- - It is expressly understood and agreed that the information appearing above is a summary only, and that the eligibility of any person or claim will be governed by the terms of the Insurance Contracts through which the benefits are provided.

Rate of Weekly Employer Contribution

- - The Company will pay the cost of all benefits described herein, unless within the Collective Agreement a specified amount of Employer Contribution is noted.

Administration

- - The Employer agrees that the benefits provided here will be provided through the Milk Drivers and Dairy Employees Local 647 Welfare Trust Fund, and that the required Weekly Contributions will be forwarded not later than the 15th of the month following the month for which the Report is submitted.

Contributions will be by cheque made payable to "The Milk Drivers Local 647 Welfare Fund" and forwarded along with the Report to the Administrator,

Employee Benefit Plan Services
300 John Street, Suite 600
Thornhill, Ontario
L3T 5W4