# COLLECTIVE AGREEMENT

BETWEEN

# UNILEVER CANADA INC.

AND

MILK AND BREAD DRIVERS,

DAIRY EMPLOYEES

CATERERS AND ALLIED EMPLOYEES

LOCAL UNION NO. 647

EFFECTIVE

MAY 1, 2004

TO

APRIL 30, 2007

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# **AGREEMENT**

THIS **AGREEMENT** made this  $22^{nd}$  day of July, 2004.

BETWEEN:

# UNILEVER 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 Company

working at Unilever Canada Inc., Rexdale, Ontario, save and except Supervisors (as defined in the Occupational Health and Safety Act of Ontario), persons above the rank of Supervisor, 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.

#### UNION CONDITION

- 2.02 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 7.07.
- 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.

# MANAGEMENT RIGHTS

2.05 The Employer 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 monthly 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 or her dues shall be taken off his or her 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 Employer shall recognize one (1) steward as the Chief Steward. The Chief Steward will be elected by the entire membership at Unilever 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 or she 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 Layoffs or other changes effecting Union members will be communicated to Stewards by Management and will be considered confidential until that discussion has taken place to discuss the communication plan.
- **4.06** A copy of the Employer's bulletin pertaining to Union members shall be given to all the Stewards.
- 4.07 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.
- 4.08 The elected stewards and one representative from the lab. technicians shall act as the negotiating committee. The Employer will pay employees on the negotiating committee for up to eight hours per negotiating meeting with the Employer, 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 or her answer within three (3) working days, and record the response on the grievance record.
- 5.02 If the reply is not satisfactory, a meeting shall be held within one (1) calendar week with the Packaging Plant Manager, Refinery Manager, Plant Services Manager or Technical Manager and a reply shall be given, in writing, within three (3) working days. If the reply is still not satisfactory, a meeting shall be arranged with the Plant Manager within two (2) calendar weeks. He or she shall give his or her reply, in writing, within one (1) calendar week. If the grievance remains unsettled it shall be subject to arbitration as follows. In either case, the reply will be provided to the grievor, with a copy to the area steward, chief steward, and the business agent of the Union.
- **5.03** (a) Within two (2) calendar weeks 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 one (1) calendar week, they shall apply to the Minister of Labour for the Province of Ontario, who shall appoint a Chairman.

- (b) Alternatively, either party may exercise its right to apply for an expedited arbitration under the Labour Relations Act, but will notify the other party in advance for the purpose of finding a mutually agreeable date for the initial Arbitration hearing.
- 5.04 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.
- 5.05 Employees must be present at any stage of the grievance procedure, if so requested by either party.
- 5.06 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.
- 5.07 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, provided all other steps of the grievance procedure (Article 5) have been utilized.
- 5.08 Payment of time and one-half will be made to the griever and steward for attendance at off-shift grievance meeting basis time spent in the meeting.
- 5.09 If the time limits, as stated above cannot be met, the griever may elect to proceed to the next step of the grievance procedure but not beyond third stage.

#### RULES APPLYING TO TERMINATION OF EMPLOYMENT

- 6.01 An employee's record of written disciplinary action shall be removed from his or her record eighteen (18) months from the date that the disciplinary action was first entered on his or her record. Any employee may request to attend with or without a Steward.
- 6.02 In the event an employee leaves the Company for any reason, they will be entitled to a confirmation of employment letter, upon request.
- 6.03 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 five (5) craft groups for the purpose of differentiation in the matter of seniority. There is no intention to modify the classifications listed below in the term of this agreement, except as outlined in the memorandum of agreement.

### Group I Packaging

Classifications: Packaging Technician

Milk Room Operator Machine Operator Sanitation Operator

Hot Box/Alma Press Operator

Scrubber/Janitor

# Group II Material Handling

Classifications: Shipper/Receiver

Distribution Operator

Truck Driver

# Group III Maintenance

(A) Central Classifications: Mechanic

# Electronic Technician

(B) Packaging Classifications: Automatic Packing Equipment Mechanic

(C) General Classifications: Lubrication Specialist

Note: There will be no change in the existing practice with respect to the assignment of Mechanical Tradespeople to work areas and/or the plant-wide opportunities for overtime.

# Group IV Refinery

Classifications: Refinery Operator

Unloading/Acidulation Operator

General Help

Note: Refinery Operator includes the following components: Hydrogenation, Control Room, Formulation, Batch, and Water Treatment.

# Group V Laboratory

Classifications: Chief Technician Skilled Technician

# 7.03 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 Employer will advise the employee within 30 days of request, as to whether leave of absence has been approved.

# 7.04 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 are scheduled for layoff within their own Craft Group, may bump between craft groups. Exceptions would be Craft Groups III and V where special qualifications are necessary and layoffs in those groups would be by seniority within the group.
- (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 is extended beyond five (5) working days, surplus employees having appropriate seniority in:
  - i) Group III (A) Mechanic role may bump into Craft

- Group III (B)
- ii) Group III (B) may bump into Craft Group III (A) Mechanic role.
- (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
  - (B) 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 tradesperson.

# 7.05 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.

# 7.06 Temporary Vacancies

- (a) Where the Employer 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.

- iv.Unscheduled daily vacancies in Group 1 (Machine Operator) shall be filled by senior unoccupied employees in the Group I Machine Operator classification and, in the case of multiple vacancies, qualified operators will have the right to choose in order of seniority.
- (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.

# 7.07 Probationary Employees

When a new employee is hired the Employee shall consider the first sixty (60) days of his or her 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.

7.08 The Employer 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 Employer determine it requires extended production capabilities, it may incorporate a D shift plan. The Employer 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 & 1/2) 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 Employer 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 <u>two</u> 10 minute <u>two</u> 10 minute <u>two</u> 10 minute
Meals 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 \$9.00.
- 8.06 (a) Any call-in, or off-day overtime schedule shall guarantee the employee four (4) hours, however the employee may be assigned work to occupy the entire four hours.
- (b) In the event an employee is called in more than four (4) hours prior to their starting time, they will only be required to perform the work for which they were called, and will be entitled to the four (4) hours pay at time and one-half (1&1/2) or double (2) time, whichever is appropriate.
- 8.07 There shall be no split shifts unless jointly agreed to by the steward and the employee concerned together with management.

# 8.08 Shift Overlap

To protect the continuity of operations an employee will remain on his or her 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.

- **8.09** When an employee is absent from work due to negotiations, he or she will not be penalized or charged as refusing hours on overtime schedule for his or her department.
- **8.10** An employee transferred from one shift to another, will carry-over his or her existing overtime hours, to his or her new shift, should no other employees exist within his or her job classification on the new shift.

# ARTICLE 9

# PAID HOLIDAYS AND VACATIONS

# 9.01 Vacations

Subject to all other applicable provisions of this Article, vacation entitlements shall be based on the following schedule:

(i) Up to one (1) year seniority: One (1) day for each five (5) weeks completed service between July  $1^{\rm st}$  and June  $30^{\rm th}$ , inclusive.

- (ii) The two (2) week, or ten (10) day entitlement is awarded in the calendar year following the first (1<sup>st</sup>) anniversary of the employee's seniority date.
- (iii) The three (3) week, or fifteen (15) day entitlement is awarded in the same calendar year as the fifth (5<sup>th</sup>) anniversary of the employee's seniority date.
- (iv) The four (4) week, or twenty (20) day entitlement is awarded in the same calendar year as the tenth (10<sup>th</sup>) anniversary of the employee's seniority date.
- (v) The five (5) week, or twenty-five (25) day entitlement is awarded in the same calendar year as the seventeenth  $(17^{\rm th})$  anniversary of the employee's seniority date.
- (vi) The six (6) week, or thirty (30) day entitlement is awarded in the same calendar year as the twenty-eighth (28<sup>th</sup>) anniversary of the employee's seniority date.
- (vii) For the purposes of calculating part year entitlements in the first year of employment, the following criteria will apply: for each five week period between July 1 and June 30 of the employee's first year.
  - 2 week entitlement = 1 day
  - 3 week entitlement = 1.5 days
  - 4 week entitlement = 2 days
  - 5 week entitlement = 2.5 days
- 9.02 In consideration of the staffing 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  $1^{st}$  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  $1^{\rm st}$  a vacation list will be posted. Employees wishing to schedule a vacation in the period July  $1^{\rm st}$  - October  $31^{\rm st}$  must submit a request to their supervisor indicating vacation weeks preferred by April  $21^{\rm st}$ . The supervisor will advise employees which weeks are granted no later than May  $15^{\rm th}$  by posting a vacation schedule.

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

Seniority will be taken into consideration by supervisors in resolving any scheduling conflicts in the three (3) week period following filing dates providing the original request was submitted by filing date.

Seniority will not apply to scheduling of vacation weeks requested after April  $21^{\rm st}$  and September  $21^{\rm st}$ . These requests will be considered solely on the basis of remaining weeks available at date of request. Management will provide a response (approval or denial) to these requests within two (2) weeks of the 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  $\frac{1}{2}$  day entitlement of Article 9.01.

9.06 Any employee terminating his or her employment with the Employer who is entitled to two (2), three (3), four (4), five (5) or six (6) weeks' vacation, depending on his or her length of service, shall receive vacation pay at the rate of 4, 6, 8, 10 or 12% of his or her 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 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
Good Friday
Christmas Eve
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
New Year's Eve

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

- 9.09 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.
- 9.10 If an employee is required to work on any paid holiday, he or she 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.
- 9.11 Should any paid holiday occur during an employee's vacation or day off, he or she 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 Employer require a Monday start-up after the summer closure, the Employer will first request volunteers. Should insufficient volunteers be available, the Employer 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 Employer require a Monday start-up.

# UNIFORMS

- 10.01 All employees will be provided with uniforms suitable to perform their work assignments. Uniforms must be worn, in full, by all employees.
- (a) Employees required to work outside will be provided with appropriate uniforms including parkas or vests, raincoats and rubber boots.
- (b) Parkas, vests and raincoats will be replaced as required. Rubber boots will be replaced as required.
- 10.02 The Employer shall pay 100% of the initial cost and subsequent cleaning of uniforms.

#### ARTICLE 11

# SOCIAL WELFARE BENEFITS

#### 11.01 Pension Plan Allowance

Effective May 1, 2004, the Employer will provide, a payment of one thousand, one hundred and fifty dollars (\$1,150.00)per year to employees in lieu of Company contributions formerly paid into the Union pension plan. This payment will be made on December  $15^{\rm th}$  of each calendar year.

This pension allowance will be considered as earnings for the purpose of vacation pay calculation in Article 9.05.

Further, newly hired employees are required to join the UCPP as a condition of employment. These newly hired employees and any current members of UCPP are not entitled to the aforementioned pension allowance.

# 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:

May 1, 2004	May 1, 2005	May 1, 2006
\$700 per week	\$700 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 Employer 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 Employer.

- (iii) Accidental Death and Dismemberment.
- (iv) Semi-private and Ambulance
- (v) The Employer 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., 45 McIntosh Drive Markham, ON L3R 8C7

- (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 Employer will pay the premium cost of a pay direct prescription drug plan equivalent to Blue Cross. 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.

Payment of Prescription Drugs will follow the process below:

Receipts will be submitted in sealed envelopes to Human Resources (envelopes will be provided by Human Resources). All receipts received by 12:00pm on Wednesday will be forwarded to the Benefit Plan Administrator for approval. All receipts approved by Friday of each week will be submitted to payroll for reimbursement on the following week's pay. Receipts received in Human Resources after 12:00pm on Wednesday will be submitted the following week for approval.

(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 (½) 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

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:

2003 ODA	2004 ODA	2005 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 Employer will provide LTD premium contributions to provide the Monthly Income Benefits effective with disabilities commencing on or after: (2 years own occupation)

May 1, 2004	May 1, 2005	May 1, 2006	
\$2300	\$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 Employer 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 Employer 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 reinstituted, 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

- (a) All new positions and vacancies shall be publicly posted and shall remain on all the plant notice boards for a period of seven (7) calendar days. Postings will include the number of vacancies in the classification, qualifications where appropriate (trades, laboratory), as well as the opening and closing time for applications to be submitted. No applications will be accepted after the closing time listed on the job posting.
  - (b) Current laboratory employees will be grandfathered in their roles, and will not be required to meet the new qualifications, however any new employees posting into the Laboratory will be required to meet Qualifications as determined by Management. Employees bidding into the Laboratory who have held a position in the laboratory craft group within the last eight (8) years will not be required to meet the revised qualifications or retake the written test.
  - (c) Vacancies from different classifications will not be posted at the same time.
- 12.02 All applications for job postings must be submitted by the employee, in writing, on the Job Application form, with one (1) copy provided to the Human Resources Department and one (1) copy provided to the appropriate Steward.
- **12.03** (a) Applications will be reviewed and postings awarded on the following basis:

The senior employee who:

(a) has no applicable medical restriction preventing them from performing the essential duties of the job (e.g. LTD).

All vacant positions and all new positions shall be publicly posted as stated in Clause 12.02.

12.04 The successful candidate will be offered the position and will have twenty-four hours to decide whether they accept or decline.

- (a) A notice, indicating the successful applicant, will be posted within forty-eight (48) hours of the acceptance of the position and the employee will be moved to the position within four (4) weeks of the notice.
  - (b) Employees accepting positions through the job posting process, or through external recruitment, will not be permitted to accept another position for a minimum of twelve (12) months from the date of the notice in (a) or the date of hire, whichever is applicable.
- 12.06 Vacancies resulting from a termination of employment will not be posted until the conclusion of the third step of the resulting grievance, or until the Union confirms a grievance will not be forthcoming.
- 12.07 In the event of the Employer terminating an employee, that employee's job will not be posted for bid until the Employer'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 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 or her regular duties with the Employer.

- 13.05 It is also agreed that the wage summary outlined in the Appendix is recognized as part of this Agreement.
- 13.06 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, motherin-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.

- 13.07 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.
- 13.08 Where an employee is called for jury duty or is subpoenaed as a witness, the employee shall be paid his or her full pay by the Employer. Such employee will give their jury pay or witness pay cheque to the Employer in return.
- 13.09 Shift staffs for groups I, II, III, and V shall be by choice of seniority. Employees are allowed to exercise this privilege once per year. Groups II (Truck Drivers) and IV 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.
- 13.10 Before any changes to a rotational shift, the Employer and the Union agree to discuss and mutually agree to change in the present system.
- (a) The Employer will continue training programs as required by the operation.
  - (b) The Employer will create a joint training committee to give recommendations regarding all job training requirements.
- 13.12 No employee shall work alone when cleaning out tank trucks, tank cars or the large storage tanks.
- 13.13 The contract shall be printed in booklet form with the cost of printing borne by the Employer. The Employer will provide the Union with a supply of printed contracts.
- 13.14 The Union shall be provided with five locked, glass-faced notice boards in Refinery, Packaging Plant, Specialty Fats Plant,

Skylab and Maintenance.

# 13.15 Education Assistance

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

13.16 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

# JOBBING OUT

15.01 For economic and/or capacity reasons it may from time to time be necessary for Unilever Canada Inc., to assign work to individuals outside the scope of the Collective Agreement. Should this be necessary, the Employer 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, together with an additional three hundred dollars (\$300) 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 Employer 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 or she has been unable to resolve the issue by the above procedure.

- 17.03 (a) Company-specified safety footwear and eye protection is mandatory for all employees and must be worn at all times while on site. The Employer will provide facilities for the replacement of this equipment. In the event an employee has special requirements, pre-approval will be necessary for an external purchase and payment will be made upon receipt of an invoice.
- (b) In the case of footwear, the Employer will establish a supply arrangement with at least two suppliers; e.g., Marks Work Warehouse, ISECO; Employees will return their used footwear to the supplier for assessment and will be provided with a replacement according to mutually agreed parameters.
  - (c) All employees will be permitted to maintain a supply of two

pairs of safety footwear. All employees will be provided a coupon entitling them to a one-time opportunity to acquire one pair of footwear without providing a replacement. Following use of the coupon, clause (b) will apply.

(d) The provisions set out in 17.03 (a), (b), and (c) will be in effect from January 1, 2005, and the existing accumulated shoe allowance bank will be paid to those affected employees during the month of January, 2005.

# EXPIRATION AND RENEWAL OF AGREEMENT

This Agreement will be in full force and effect from May 1st, 2004 until April 30th, 2007 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, 2007 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  $22^{nd}$  day of **July**, **2004**.

FOR THE EMPLOYER: UNILEVER CANADA INC.	DAIRY EMPLOYEES, CATERERS AND ALLIED EMPLOYEES, LOCAL UNION 64		
B. Owen	A. Morley		
S. Reid	E. Sitahall		
S. Kyle	M. Dyal		
S. Dryburgh	P. Elliott		
J. Verdone	B. Radenic		
	C. Rodrigues		
	G. Warren		

# WAGE APPENDIX "A"

# <u>Wage</u>

Base Wage increases as follows:

May 1, 2004 - 2.25% May 1, 2005 - 2.50% May 1, 2006 - 2.75%

(see attached wage schedule)

# Shift Premium

There shall be a premium of ninety-five cents (\$0.95) for all hours worked between 3:30pm and 11:30pm and a premium of one dollar and twenty-five cents (\$1.25) for all hours worked between 11:30pm and 7:30am of the following day.

# Welding Premium

A "Welding Premium" of sixty cents (\$0.60) is to be paid to five holders only of a current high-pressure welding certificate. The first four (4) will be from the Central Maintenance (Clause 7.02, Group III, Section "A"). The fifth holder will be accepted by seniority from either the Central or Packaging Maintenance departments.

# 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 Employer.

# Electronic Technicians

Employees hired or transferred after May 1, 2004 are to have an Ontario certification as an electronic electrician.

# Automatic Packaging Equipment Mechanics

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

# Tool Allowance

A "Tool Allowance" of four hundred twenty dollars (\$420.00) to be paid effective May  $1^{\rm st}$  of each year with no receipts and no banking.

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

# Over the Road Tank Truck Drivers

\* 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 by 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  $(1 \& \frac{1}{2})$ , 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 or her way. After twelve (12) hours from the time driver is accommodated, he or she 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 principal shall apply in each succeeding twenty-two (22) hour period. Such payment shall end when driver resumes his or her 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 &  $\frac{1}{2}$ ) 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 Employer 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.

Hourly Wages	May 1, 2004	May 1, 2005	May 1, 2006
Group I - Packaging			
Classifications			
Packaging Technician	\$27.76	\$28.45	\$29.24
Milk Room Operator	\$27.48	\$28.17	\$28.95
Machine Operator	\$27.36	\$28.05	\$28.82
Sanitation Operator	\$27.36	\$28.05	\$28.82
Hot Box (Alma Press)	\$27.36	\$28.05	\$28.82
Scrubber/Janitor	\$27.36	\$28.05	\$28.82
			· • · · · · · · · · · · · · · · · · · ·
Group II – Material Handling			
Classifications			
Shipper/Receiver	\$27.36	\$28.05	\$28.82
Distribution Operator	\$27.36	\$28.05	\$28.82
Truck Driver	\$27.36	\$28.05	\$28.82
Group III - Maintenance			
Classifications			
(A) Central			
Mechanic	\$29.67	\$30.41	\$31.25
Electronic Technician	\$29.67	\$30.41	\$31.25
(B) Packaging			
Automatic Packaging	\$29.67	\$30.41	\$31.25
Equipment Mechanic			
	<del></del>	<del></del>	<del></del>
Group IV – Refinery			
Classifications			
Refinery Operator	\$27.60	\$28.29	\$29.07
Unloading Operator	\$27.60	\$28.29	\$29.07
General Help	\$26.89	\$27.56	\$28.32

Group V - Laboratory			
Classifications			
Chief Technician	\$27.53	\$28.21	\$28.99
Skilled Technician	\$27.45	\$28.14	\$28.91

#### APPENDIX "B"

#### 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 II 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

#### RE: TPM Activities

As an integral component of our TPM initiatives, management employees are required to undertake Autonomous Maintenance activities on a selected "pilot" line within the Packaging Plant.

These activities will be confined to the one (1) pilot line as selected by the Steering Committee. Activities will not involve actual operation of the line for production purposes.

The purpose of these activities is to facilitate practical learning and understanding of TPM principles as well as barriers to TPM implementation for the Management team. This practice is consistent with fundamental TPM philosophies to reinforce theoretical principles with practical experience.

Activities will be focused on A.M. Steps 1 to 3. They will begin on the first month following ratification and will finish upon the completion of Step 3, 9 months from the starting date.

Step 3 includes operators performing tentative standards for cleaning, inspection and minor lubrication.

Major lubrication activities remain the responsibility of the Maintenance Department.

At no time will the presence of management employees in these activities result in a reduction of the normal crewing of hourly employees.

# Acknowledge for the Employer:

Stan Reid Plant Manager

# Acknowledge for the Union:

Art Morley Business Agent

#### LETTER OF UNDERSTANDING

# RE: D Shift Guidelines

# **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 Employer 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.  $\$2.25 \times 20 / 12 \text{ hrs.} \times \text{krs.}$  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 quidelines.

# 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 Employer 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 Employer ("Company Disability Compensation") shall be at the same rate as that provided under the Short Term Disability Plan (\$700 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 Employer:

Stan Reid Plant Manager

## Acknowledge for the Union:

## Re: 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 NH<sup>3</sup> 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

- e 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
- e 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.

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

## Acknowledge for the Employer:

Stan Reid Plant Manager

Acknowledge for the Union: Art Morley

Business Agent

#### 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 Employer 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 or her evaluation.

## Acknowledge for the Employer:

Stan Reid Plant Manager

## Acknowledge for the Union:

#### Re: Contract Work

Each Department Manager and respective Steward(s) will meet as required to inform the Steward(s) of contract work required within that Department, as per Article 15.01.

It is the intention of the Company to utilize internal trade resources for maintenance and repair of all core operations.

The criteria for employment of external resources will be:

- 1. Urgent and no resources available
- 2. Non-resident skills and competencies
- 3. Expediting of backlogged work requests where internal resources are unavailable

For any scheduled external resources the Company will provide information to the Chief Steward prior to initiation of the work.

For urgent requirements information will be provided to the Chief Steward, or designate, as soon as practically possible.

## Acknowledge for the Employer:

Stan Reid Plant Manager

#### Acknowledge for the Union:

# Re: Exploration of Alternative Benefit Plan

It is agreed that prior to June, 2005 the Employer shall present to the Union the details of the Unilever Canada Benefit Plan. This presentation will be conducted in an effort to explore the possibility of the Union adopting the Unilever Canada Benefit plan for the entire membership of Local 647.

The Union agrees to review the plan and have their members vote on it.

The parties agree that this Letter of Understanding is to be removed upon the completion of the current Collective Agreement, April 30, 2007. It is recognized that the Memorandum of Agreement dated June 10, 2004 is legally binding with respect to the exploration of an alternative benefit plan.

## Acknowledge for the Employer:

Stan Reid Plant Manager

## Acknowledge for the Union:

#### Re: Packaging Technician

Effective May 1, 2004 the parties have agreed to the implementation of a Packaging Technician classification within the Packaging Craft Group. The implementation of this position is intended to take two channels:

- 1. All new vacancies in the Operator or Sanitation classifications will be posted as Packaging Technicians, and employees will receive the Packaging Technician rate of pay when they have successfully completed the training.
- 2. Opportunities to upgrade skills to the Technician level will be provided to packaging employees in a structured manner, beginning January 1, 2005. Training postings will be put up asking for volunteers to train up to the Technician position. The senior four (4) packaging employees who apply will be trained and they will receive the new rate and will be considered Packaging Technicians when they have successfully completed the training. When they have completed their training, a new posting will be put up and the process will repeat itself until all packaging volunteers have received an opportunity to .train.

The implementation of this position is not intended to disenfranchise current operators who do not wish to upgrade their skills. It will be implemented through attrition and through the voluntary training process. Employees in the classifications affected, who choose not to participate in the training, may remain in those positions without repercussions.

The parties agree that this Letter of Understanding is to be removed upon the completion of the current Collective Agreement, April 30, 2007. It is recognized that the Memorandum of Agreement dated June 10, 2004 is legally binding with respect to the Packaging Technician role.

## Acknowledge for the Employer:

Stan Reid Plant Manager

# Acknowledge for the Union:

#### NOTICE

#### PACKAGING PLANT OVERTIME

The following procedure for obtaining overtime in the Packaging Plant has been agreed between the Employer 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 Employer 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 carryover 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.

# Acknowledge for the Employer:

Stan Reid Plant Manager

# Acknowledge for the Union:

# WELFARE PLAN SUMMARY

#### Unilever 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 or her dependents. This Card is available from the Employer, 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 Employer makes contribution to the Trust Fund. Employees hired or rehired by the Employer 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 Employer 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 or 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

LI 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.

Amount

#### TABLE OF BENEFITS

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)

For loss of:

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 or 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 - \$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. employee will be regarded as "totally disabled" when the nature and degree of the disability is such that employee cannot perform each and every duty of occupation for which he or she is reasonably suited, having regard for education, training and experience. 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 or her 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 same or insame; 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 Employer's contribution for the benefit. Effective with disabilities commencing on or after (2 year - own

# 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 based on the ODA schedule of the previous year (a one-year lag), effective July 1, 2004.

#### 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: \$310
Bifocal Lenses: \$310
Trifocal Lenses: \$360

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.

- Charges for the services of a Registered Nurse (R.N.) or 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 of \$275 for each person.

#### 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 45 McIntosh Drive Markham, ON L3R 8C7

General Inquiry: (905) 946-9700
Toll Free Number (within Ontario) 1-800-263-3564

Effective August 1, 2004, claims under the Drug Plan are to be submitted to the Plant Human Resources Office in sealed envelopes, which will be provided by Human Resources.

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 Employer 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 45 McIntosh Drive Markham, ON L3R 8C7