

**COLLECTIVE
AGREEMENT**

BETWEEN

UNILEVER CANADA INC.

AN

MILK AND BREAD DRIVERS,
DAIRY EMPLOYEES
CATERERS AND ALLIED EMPLOYEES
LOCAL UNION NO. 647
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

EFFECTIVE

MAY 1, 2010

TO

APRIL 30, 2013

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EMPLOYEE CONTACT INFORMATION SHEET

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Long Term Disability (LTD) Manulife Financial Claims Adjudicator – Josephine Chan	P: 416-687-4435 F: 416-687-5191
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AGREEMENT

THIS **AGREEMENT** made this 21st day of June, 2010.

BETWEEN :

**UNILEVER CANADA INC.,
Rexdale, 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

(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 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) working 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) working 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 It is the intention of the parties to settle as quickly and as equitably as possible, any grievance which might arise related to a violation of this agreement as listed below:

Step 1:

The employee with the assistance and presence of his/her department/shift Union Steward shall verbally present their complaint to their Immediate Supervisor within three (3) working days after the employee might be reasonably have become aware of the circumstances giving rise to such grievance. The immediate Supervisor will respond as soon as possible but no longer then three (3) working days. If the supervisor's verbal response is unacceptable the parties will proceed with next step.

Step 2:

The aggrieved employee with assistance and presence of his or her department/shift Union Steward shall submit a written grievance to the applicable Department Manager.

The Department Manager shall schedule monthly 2nd step grievance meetings (for all shifts) in advance to ensure any outstanding grievances are addressed promptly.

The Department Managers decision shall be rendered in writing within five (5) working days of such meeting. If the Department Manager's written response is unacceptable the parties will proceed to the next step within eight (8) working days.

Step 3:

The aggrieved employee with assistance and presence of his or her department/shift Union Steward, Chief Steward and Union Business Representative shall present the grievance to the Plant Manager or his/her designee. The Plant Manager and Union shall schedule monthly grievance meetings (for all shifts) following the scheduled Department Managers meetings. The Plant manager shall provide a written response within five (5) working days of such meeting

In all steps of the grievance procedure the Company will provide responses to the Grievor, Stewards and Chief Steward. The Business Representative will receive all 3rd step responses.

Grievances resulting from termination of employment, or Union Policy grievances shall proceed directly to the 3rd step and efforts will be made to ensure the meeting happens as soon as possible.

Nothing in the above language stops the parties from scheduling additional meeting as required.

If the Company does not respond according to the time lines of this article, for disciplinary grievances only, the Company shall automatically resolve the grievance in the Unions favour.

If the grievance remains unsettled after step 3, it will be subject to arbitration as follows:

5.02 (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.

5.03 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.

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

5.05 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.

5.06 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.

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

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

ARTICLE 6

RULES APPLYING TO TERMINATION OF EMPLOYMENT

6.01 **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.

The employer shall not discipline or discharge an employee except for just cause. Further, the employer shall not discharge an employee unless reasonable, progressive discipline has taken place, except in the case of gross or willful misconduct. Copies of all written disciplinary action will be provided to the Chief Steward in a timely manner.

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.

6.04 The Company shall provide all discipline within eight (8) working days of first becoming aware of any incident that justifies disciplinary action. An extension may be provided in extenuating circumstances that prevents the Company from completing a proper investigation within those eight (8) working days. Such extension will not be unreasonably denied.

However, the above article does not justify management waiting to notify both the applicable employee and applicable Union Steward as soon as possible of the issue and the possibility of discipline.

ARTICLE 7

ESTABLISHING SENIORITY

7.01 Lists showing seniority of service by Craft Group and plant-wide shall be compiled and kept posted on **all** bulletin boards. These lists will be revised as needed, but not more than every six (6) months, and new employees' names will 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
 Process Technician
 Hygiene Technician

Group II Material Handling

Classifications: Shipper/Receiver
 Distribution Operator
 Warehouse Operator

Group III Maintenance

(A) Central Classifications: Refinery Mechanic

Electronic Technician

(B) Packaging Classifications: Automatic Packing Equipment
Mechanic

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.

(c) Maternity Leave - In the event an employee notifies the Company of their intent to exercise their right to maternity and/or parental leave in accordance with the Employment Standards Act, the Company, at their discretion, will post the position as a temporary vacancy prior to the commencement of the leave. The employee will inform the Company of their expected return date a minimum of 4 weeks prior to that date. The conditions of the temporary vacancy are outlined in 7.06 (b) i, ii, iii.

(d) Indefinite Absence - An employee who has a catastrophic medical event and is able to provide medical certification that the absence will extend beyond the 26 week period, The Company will at their discretion, post the position as a temporary vacancy as soon as such medical documentation is received.

7.07 Probationary Employees

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

The Company shall inform the employee and the department/shift Steward of performance concerns prior to terminating the probationary employee.

7.08 The Employer will advise the Union of the elimination of any job classification.

ARTICLE 8

DAYS AND HOURS OF WORK

8.01 (i) (a) Five (5) consecutive days of eight (8) hours shall constitute a working week for all employees. The regular work week begins Sunday at 11:00 p.m. and ends Friday at 11:00 p.m.

Shift times are as follows:

A shift	11:00 p.m. to 7:00 a.m.
B shift	7:00 a.m. to 3:00 p.m.
C shift	3:00 p.m. to 11:00 p.m.

Should the Company determine there **is a** requirement for extended production capabilities, it may implement the Alternative Shift Pattern as agreed and attached to this Collective Agreement. The Company will discuss the implementation plans with the Steward Committee and the Union Business Agent.

- (b) Employees will be assigned work as needed. However such assignments will not be managed arbitrarily or without business need.
- (c) Employees shall be paid at the rate of time and one-half (1 & %) 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) 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.
- (g) When working on a five (5) day shift pattern only, the Company may introduce a staggered "A" shift for the

applicable classifications below. This shall only be done on a voluntary basis. Employees will be able to select the staggered shifts by seniority. This shift will be performed at regular time consistent with the terms of the Collective Agreement.

- Hygiene Technician / Sanitation Operator
- Packaging Technician / Machine Operator

One component of the staggered "A" shift shall commence with the Sunday 11:00 PM through Monday 7:00 **AM** shift and finish with the shift commencing Thursday night at 11:00 PM through Friday 7:00 **AM** shift.

The other component of the staggered "A" shift shall commence with the Monday 11:00 PM through Tuesday 7:00 **AM** shift and finish with the shift commencing Friday night at 11:00 PM through Saturday 7:00 **AM** shift.

When an employee is absent due to vacation, the applicable hours will be filled by overtime as per the collective agreement, unless there is a qualified spare operator on the current shift to backfill and where it does not create over-time in another classification.

(ii) Alternative Shift Arrangement:

1. The purpose of this agreement is **to** provide a socially acceptable six day pattern which fulfils the needs of the employees and meets the demands on the Business.
 2. This agreement will apply to all employees who are required to work on a six day shift schedule.
 3. Employees will work either twelve (12) hour shifts, as shown on the attached schedule. The shift pattern will start at 7:00 p.m. on Sunday and end at 7:00 p.m. on Saturday. For the purposes of this shift agreement, a day is a twelve (12) hour shift. (e.g. one sick day taken = 12 hours paid, and annual entitlement reduced by one)
 4. Withdrawal from this shift pattern will require a minimum notice period of three(3) weeks.
 5. Payment for the twelve (12) hour shift pattern will be as follows:
 - a) Regular Time
- All hours worked as part of the regular six (6) day will be paid at the rate of forty -two (42) hours per week.

- b) Overtime(1 & 1/2 time)
 - Overtime will be offered according to the terms of the Collective Agreement.
 - All hours worked on any off-day an employee is called in or scheduled to work, except as provided in item #5, (c). (maximum twelve (12) hours)
 - c) Double Time
 - All hours worked on a Sunday, Statutory, Public, or Selected Holiday.
6. Statutory or Selected Holidays
 - a) It is the intention of the Company to suspend operations for twenty-four (24) hours on these holidays. The shutdown will occur from 7:00 p.m. the evening prior to the Holiday until 7:00 p.m. on the Holiday.
7. Vacation
 - a) A week of vacation must be scheduled in blocks of three (3) shifts when on the twelve (12) hour portion ~~of~~ the shift pattern, and employees will be guaranteed the scheduled days off in the calendar week of the, scheduled vacation.
 - b) Vacation will be charged on the basis of scheduled hours during that calendar week and will be paid on the basis of the standard weekly payment outlined in Item 5 (a).
 - c) In the event an employee has a need for a single day of vacation, arrangements must be made at least one full week in advance to allow for the arrangement of coverage. In these circumstances, vacation will be charged on the basis of scheduled hours and the weekly payment for that week will be unaffected subject to an adjustment under the provisions of clause 9.05.
8. Sick Pay
 - a) Sick pay, for individual days, will be paid at one-third (1/3) of the standard weekly payment outlined in Item 5 (a).
 - b) Sick pay for a block of three (3) - twelve (12) hour shifts will be standard weekly payment outlined in Item 5 (a), provided the employee has no waiting period.

Waiting days will be charged on the basis of a "scheduled day", and the remaining days of that week will be paid at one - third of the weekly rate per day worked.

9. Meal Periods

- a) Employees will be entitled to two (2) - thirty (30) minute meal periods during a twelve (12) hour shift.
- b) In any event, employees will not be required to work more than five (5) consecutive hours without a meal period.
- c) three (3) - fifteen (15) minute breaks will be provided during each twelve hour shift.

10. Employees have the right to mutually switch shifts/days provided:

- a) The appropriate Supervisor has been notified and the replacement employee **is** a "suitable replacement".
- b) No employee works more than twelve (12) consecutive hours, or more than the agreed allowable weekly hours as a result of the switch.
- c) Any employee who is switching shifts, and who has worked twelve hours, has had at least twelve (12) hours off between shifts.
- d) There is no additional cost to the Company as a result of the switch.
- e) If the switched shift is to be paid back, the pay-back shift must be indicated to the appropriate supervisor as soon as it is known.
- f) Should any employee create disruption and additional costs due to unreasonable absenteeism in these circumstances, the Company may revoke that employee's right to switch shifts.

11. Implementation

Should this shift pattern be implemented the following methodology will be used to determine which employees will work on the shift pattern:

- a) **A** notice will be posted in the areas affected indicating the number of employees required for the shift pattern and asking for volunteers from the classifications required to fulfill the requirement. Only employees from within the classifications affected may volunteer.
- b) Should insufficient volunteers be obtained, employees will be assigned to the shift pattern in reverse order of seniority from within the affected classifications.

c) The Company shall only move to this shift pattern for a minimum of twelve (12) consecutive weeks for all employees in 8.01 (ii), 15 (a), (b), and (c).

d) In the event the production requirements no longer support the need for the pattern, employees will return to their previously held positions.

12. In the event there is no requirement for production in the assigned six (6) day pattern area, the affected employees may be reassigned to perform any available work they are capable of performing.

13. Shift premium will be paid @ \$1.25 per hour on the night (N) shift only, paid on the standard weekly payment outlined in 5 (a)

15. Implementation Schedule:

The following numbers are intended to be minimums, actual implementation will be based on business needs which may be more than the outline below.

a) There will be a base group of employees who may be assigned to this shift pattern at any time, consistent with the agreed process in starting and ending this shift pattern.

Milkroom Operator: Minimum 1 per shift

Hygiene Technician/Sanitation Operator: Minimum 1 per shift

b) The Company may add the following **roles** and numbers to the shift pattern at any time, consistent with the agreed process in starting and ending this shift pattern:

Dressings:

Trades: Minimum 1 per shift

Packaging Technician / Machine Operator: Minimum 3 per shift

Process Technician: Minimum 2 per shift

Warehouse / Distribution Operators: Minimum 1 per shift

c) The Company may add the following roles and numbers to the shift pattern at any time, consistent with the agreed process in starting and ending this shift pattern:

Spreads:

Trades: Minimum 1 per shift

Packaging Technician / Machine Operator: Minimum 3 per shift

Warehouse / Distribution Operators: Minimum 1 per shift

Additional employees within these classifications over and above these numbers may be added to the shift pattern individually as

business needs dictate.

8.02 No shift change of any employee shall take place until notification and written explanation has been given to the applicable department/shift Steward and the applicable employee involved. Such notification shall be provided a minimum **of** one (1) week in advance of the required change. The one (1) week notice may be waived if the employee agrees to the proposed change.

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 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 shall be:

Shift	A	B	C
Breaks	<u>two</u> 15 minute	<u>two</u> 15 minute	<u>two</u> 15 minute
Meals	30 minutes	30 minutes	30 minutes

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

8.11 Weekend overtime will be filled on a voluntary basis by "low-man" hours. Should the required overtime not be filled through this manner the remaining spots will be assigned by qualified employees through reverse seniority. Employees will be required to work such overtime so long as forty-eight (48) hours notice was provided and the overtime is consistent with the Employment Standards Act.

8.12 Employees will be paid weekly on each Thursday.

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 1st and June 30th, inclusive.
- (ii) The two (2) week, or ten (10) day entitlement is awarded in the calendar year following the first (1st) 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 (5th) 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 (10th) 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 (17th) 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 (28th) anniversary of the employee's seniority date.
- (vii) The vacation year is a twelve (12) month period from July 1 to June 30. Employees accrue vacation in the current twelve month period to be used in the next 12 month period. For the purposes of calculating part year vacation entitlement or vacation entitlement in the first year of employment the following criteria will be used: For each five week period between July 1 and June 30 an employee will earn vacation based on the following schedule.

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 ,classificationwho may be granted additional leave.

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

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

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

On September 1st a vacation list will be posted. Employees wishing to schedule a vacation in the period January 1st - June 30th must submit a request to the supervisor indicating vacation weeks preferred by

September 21st. The supervisor will advise employees which weeks are granted no later than October 15th by posting a vacation schedule.

Seniority will be taken into consideration by supervisors in resolving any scheduling conflicts in the three (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 March 21st and September 21st. 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. Employees will be paid their regular wages for requested vacation days during the normal weekly payroll, and any excess vacation due employees will be paid out in a lump sum once per annum, no later than the third week of July.

All vacation must be taken in the vacation year. No Employee will be permitted to carryover any vacation without up front written agreement from his or her Supervisor and Department Manager.

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

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

The Company will commit to providing employees with notification of their total vacation pay in July.

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

In addition to the 12 Fixed Paid Holidays Employees shall qualify for one (1) Floater Day per calendar year. This day will be booked as per vacation selection guidelines and granted at the discretion of Management.

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, in addition to the payment referred to in 9.08, he or she shall be paid at the rate of double time for all hours worked, or, at the discretion of the employee, shall receive lieu time to a maximum of two (2) days, depending on hours worked. 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. All Lieu days will be tracked on the site Vacation Spreadsheet and must be utilized within a 12 month period from when they were earned.

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.

ARTICLE 10

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

All employees hired prior to January 1, 2009, will remain in the pension plan they are presently enrolled in, and will be subject to all conditions contained therein. All employees hired subsequent to January 1, 2009, must join the pension plan offered by Unilever Canada at the time of their hiring, as a condition of employment.

The standard waiting period for the Pension Plan will be according to the terms and conditions of the Unilever Canada Pension Plan.

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.

Effective May 1, 2011 employees will contribute \$5.00 per week towards LTD coverage.

(i) Life Insurance - \$40,000. with double indemnity coverage. Effective May 1, 2010.

(ii) Short Term Disability (STD)

Years of Service	Weeks Paid at 100% of base wage	Weeks Paid at 70%
Less than 1	1	25
1	2	24
2	4	22
		20

4	8	18
5	10	16
6	12	14
7	14	12
8	16	10
9	18	8
10 or more	26	0

- Paid beginning on third (3rd) day of absence (i.e two (2) waiting days)
- Medical certification via adjudication required for payment - 3rd day and beyond
- Adjudication contracted out by Company - forms to be supplied through HR submitted directly to adjudication contractor by employee or their Doctor
- Paid through Company payroll in the normal cycle
- LTD after 26 weeks
- New STD plan begins effective date of ratification
- All employees currently on STD will stay on old plan until eligible for LTD benefits
- Refer to the Unilever Canada STD Policy for further clarification
- In all cases of STD or LTD, employees are required to be approved to return to work by the third party adjudicator prior to returning. The completed page 3 of the Statement of Impairment Form (Functional Level Form) will be accepted to allow employees to return to work for leaves of short duration (i.e. 3-5 days) where the return to work approval from the adjudicator is not available yet.

(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 under the Welfare Plan on the first day of the month following the conclusion of their probationary period (sixty (60) working days). 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.

When a drug card is not in effect, 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.

11.04 Sick Pay Plan

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

- (a) A bank of ten (10) days sick pay credits will be established for each employee beginning on the 16th day of December of each year. This bank of (10) days will be reduced by one-half (%) day each month not worked, as per letter of Understanding dated January 29, 1970.
- I. Where an eligible employee is absent because of sickness or non-occupational accident and has established a claim under STD, 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.

(c) Use:
- First Day of Sick Absence: Unpaid Waiting Day
- Second Day of Sick Absence: Unpaid Waiting Day
- Third Day of Sick Absence: STD Adjudication

For approved STD leaves longer than 10 calendar days, or if the employee is hospitalized from day one, payment will be made effective the first day of leave

It is agreed that the Employer will apply a sick pay credit(s) to cover for waiting day(s) when an employee is booking off sick. If an Employee exhausts his earned bank the waiting day(s) will be unpaid.

11.05 Dental Plan

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

The basis of payment for services and supplies will be on a one year lag per the current ODA fee guide. This will refresh January 1st of each year. (ie. On January 1, 2008 services and supplies will be reimbursed based on the 2007 ODA fee guide)

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, 2010	May 1, 2011	May 1, 2012
\$2400	\$2400	\$2450

Prescription Drug coverage will be offered to employees who are accepted onto LTD and the Company will pay 50% of the cost **of** prescription Drug coverage. It will be optional for employees to

select or refuse this coverage at the time they are accepted onto LTD.

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

General Benefits for 4 months - not including STD or LTD. Major Med, including drugs, for 6 months - not including STD, LTD, dental, or Life Insurance.

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

12.01 (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 may be posted

simultaneously and in such situations employees may bid on more than one role 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 12.01.

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

12.05 (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 six (6) 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 Packaging Technician Role: As of May 1st, 2004 the parties agreed to the implementation of a Packaging Technician classification in Group I. In addition to all regular duties of a Machine Operator, Packaging Technicians are required to perform the following job functions on all lines within their cell team.

- 1) Mechanical Changeover
- 2) Minor Lubrication
- 3) Minor Adjustments
- 4) Sanitation

Opportunities to move into the Packaging Technician classification will occur when new positions are posted.

In the event that overtime is required to complete mechanical changeovers, it will be offered to Packaging Mechanics before being offered to the Packaging Technician.

Employees who have volunteered for training or have successfully bid on jobs as a Packaging Technician will be trained in order of seniority. Current Machine Operators and Sanitation Operators are grandfathered and will remain in their position unless they choose to bid out or the classification is eliminated, however no further Machine Operator or Sanitation Operator vacancies will be posted.

The Company will start paying the Packaging Technician rate within four (4) weeks of being awarded the position regardless of whether the employee has completed the required training.

12.08 Should the Company require volunteers to train as back-up operators in various classifications, it will post the opportunity to volunteer for such training. Opportunities will be provided to those volunteering in order of seniority. Should no employees volunteer, the Company may assign the training to employees by reverse seniority.

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, step-father, step-mother, mother-in-law, father-in-law, wife, husband, common law spouse, sister, brother, son, daughter, step-son and step daughter.

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

The bereavement time off referred to in this clause must include the funeral date of the deceased party. Exceptions to this will require an agreement, in advance, between the employee and the Company.

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 only permitted to exercise this privilege once within a rolling twelve month period and this time period will not be shortened or eliminated in the event the employee accepts a voluntary shift change. Group 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.

13.11 (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 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.

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

13.14 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.

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

ARTICLE 14

SUPERVISORS

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

ARTICLE 15

JOBGING OUT

15.01 For economic and/or capacity reasons it may from time to time be necessary for the Employer 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 (a) Employees who are laid off after September 1, 2007 shall be placed on the recall list for a period of five (5) years. Such employees will be eligible to receive severance pay any time after four (4) consecutive weeks of lay off, provided they abandon their recall rights and any associated rights under the Collective Agreement.

(b) Severance pay for normal lay offs will be calculated at ten (10) days, plus three hundred dollars (\$300.00), per year of service (pro-rated for partial years) calculated at the employee's base rate of pay as outlined in Appendix "A". Under this normal lay-off protocol, employees will be entitled to either, one thousand dollars (\$1000.00) re-training allowance or outplacement services provided through the normal Company provider.

(c) In future circumstances which result in permanent layoffs, not including a total plant shutdown, the Company will offer voluntary enhanced severances, by seniority, to a minimum of 30% of the total number of layoffs announced in any individual circumstance. Employees who volunteer and receive the enhanced severance will be required to abandon their recall and associated rights as outlined in (a), however the retirement option in 11:08 would also be available to employees in this scenario.

Employees accepting the enhanced severance would not be subject to the four (4) week delay in qualifying for their severance payment.

In the event of a total plant closure, which is defined as a total bargaining unit closure, the Company agrees to meet with the Union to discuss the severance conditions applicable to that situation.

(d) The enhanced severance option applicable in item (c) will be paid at fifteen (15) days, plus three hundred and fifty dollars (\$350) per year of service (pro-rated for partial years). This payment will be calculated at the employee's base rate of pay as outlined in Appendix "A".

All employees, severed under the enhanced severance option outlined herein, will be entitled to Company paid benefits (prescription drugs, vision care and dental only) to age sixty-five (65), provided the conditions of age and service outlined in Clause 11:08 are met.

(e) In all the preceding severance language, the "days" referred to are eight (8) hour days

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. 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 new employees will be provided with two coupons entitling them to acquire two initial pairs of footwear without providing a replacement. Following use of the coupons, clause (b) will apply.

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

ARTICLE 18

EXPIRATION AND RENEWAL OF AGREEMENT

This Agreement will be in full force and effect from May 1st, 2010 until April 30th, 2013 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, 2013 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 21st day of June, 2010.

**FOR THE EMPLOYER:
UNILEVER CANADA INC.**

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

S. Dryburgh

M. Cerqua

K. Sheppard

E. Sitahall

M. Miller

T. Govereau

P. Elliott

D. McFarlane

C. Rodrigues

K. Caines

R. Amor

WAGE APPENDIX "A"

Wage

Base Wage increases as follows:

1 st year	-	General Increase = 0.50%
2 nd year	-	General Increase = 1.00%
3 rd year	-	General increase = 1.50%

Shift Premium

There shall be a premium of ninety-five cents (\$0.95) for all hours worked between 3:00pm and 11:00pm and a premium of one dollar and twenty-five cents (\$1.25) for all hours worked between 11:00pm and 7:00am 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.

Trades

All Mechanics hired or transferred after May 1, 2010 will be required to be a certified Construction Millwright or Industrial Maintenance Millwright as well as have a minimum of five (5) years practical experience in related work.

All Electronic Technicians hired or transferred after May 1, 2010 will be required to have an Ontario certification as an electronic electrician and have a minimum of five (5) years practical experience in related work.

This will not restrict current Refinery Mechanics from being awarded Packaging Mechanic roles or for Packaging Mechanics from being awarded Refinery Mechanic roles.

Tool Allowance

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

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

Hourly Wages	May 1, 2010	May 1, 2011	May 1, 2012
Group I - Packaging			
Classifications			
Packaging Technician	\$33.25	\$33.58	\$34.08
Milk Room Operator	\$33.25	\$33.58	\$34.08
Machine Operator	\$32.80	\$33.13	\$33.63
Sanitation Operator	\$33.25	\$33.58	\$34.08
Hygiene Technician	\$33.25	\$33.58	\$34.08
Process Technician	\$33.25	\$33.58	\$34.08
Classifications			
Shipper/Receiver	\$32.80	\$33.13	\$33.63
Distribution Operator	\$32.80	\$33.13	\$33.63
Warehouse Operator	\$32.80	\$33.13	\$33.63
Group III – Maintenance			
(A) Central			
Mechanic	\$35.38	\$35.73	\$36.27
Electronic Technician	\$35.38	\$35.73	\$36.27
(B) Packaging			
Automatic Packaging Equipment Mechanic	\$35.38	\$35.73	\$36.27
Group IV – Refinery			
Classifications			
Refinery Operator	\$33.25	\$33.58	\$34.08
Unloading/Acidulation Opr.	\$33.25	\$33.58	\$34.08
General Help	\$32.28	\$32.60	\$33.09
Group V - Laboratory			
Classifications			
Chief Technician	\$33.25	\$33.58	\$34.08
Skilled Technician	\$33.25	\$33.58	\$34.08

June, 2010

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:

Kelly Sheppard
Supply Leader

Acknowledge for the Union:

Martin Cerqua
Business Agent

June, 2010

LETTER OF UNDERSTANDING

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:

- e all steam, water, condensate and air lines up to and including isolation valves off the mains in the Packaging Plant Building
- e utility meters (site-wide)
- e all ammonia equipment, piping and instrumentation. To isolate NH_3 from equipment.
- e steam heating equipment and connecting lines located in the Packaging Plant Building
- e all sprinkler equipment and systems site-wide
- e all hot-water tracing equipment and piping in the oil room
- e oil room hot water tank and controls
- e all chilled water equipment and piping
- e buildings and services including sewers, and washrooms for Packaging Plant
- e all steam boilers site-wide and associated equipment
- e air compressors, associated equipment and pipelines in the boiler room, and mainline air receivers site-wide
- e 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
- 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:

Kelly Sheppard
Supply Leader

Acknowledge for the Union:

Martin Cerqua
Business Agent

June, 2010

LETTER OF UNDERSTANDING

Re: Maintenance Training

In order to promote the development and upgrading of the trades group, it is the intent of the Employer to provide training opportunities, both technical and experiential during the term of this collective agreement.

The training opportunities will be discussed and agreed with the department management, department steward and chief steward prior to implementation and the numbers of trades allowed to participate will be entirely dependent on the needs of the business. Opportunities will be offered in order of seniority within the appropriate trade.

Acknowledge for the Employer:

Kelly Sheppard
Supply Leader

Acknowledge for the Union:

Martin Cerqua
Business Agent

June, 2010

LETTER OF UNDERSTANDING

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:

Kelly Sheppard
Supply Leader

Acknowledge for the Union:

Martin Cerqua
Business Agent

June, 2010

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 carry-over their existing overtime hours, to their new shift, should no other employees exist within their job classification on the new shift.

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

Acknowledge for the Employer:

Kelly Sheppard
Supply Leader

Acknowledge for the Union:

Martin Cerqua
Business Agent

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 completion of their probationary period (60 working days). 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

- .. 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 STD 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 STD Program described herein. If the disability is compensable by WSIB, then the benefits described herein will be continued for 18 months or cessation of WSIB Benefits, 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 May 1, 2010 the Amount of Life Insurance will be \$40,000.

Accidental Death and Dismemberment (Employee Only)

- .. This benefit provides the payment of a Principal Sum, or part thereof, for losses that occur within 365 days of a

causative accident. In the case of life, the benefit is payable to the employee's named beneficiary under the Life Insurance Benefit; for other losses, the benefit is payable to the employee.

TABLE OF BENEFITS

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

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

Effective May 1, 2010 the Principal Sum will be \$40,000.

Short Term Disability (STD)--
 Non-Occupational Disability Only (Employee Only)

Unilever Canada provides disability benefits to ensure that some or all of your income continues during sustained periods of non-work related illness or accidental injury. STD benefits paid by Unilever under the Benefit Options Program are designed to help you when your time away from work due to illness or accidental injury lasts twenty-six (26) weeks or less. After twenty-six (26) weeks, Long-Term Disability (LTD) benefits may be available through a third party insurer.

Commencing on the third day of absence disability due to an accident, the Plan pays a Weekly Benefit as per the schedule

below. Under the terms of the Short-Term Disability Plan, you are "disabled" if you are unable to perform the essential duties of your own occupation or other suitable work within the company due to a medically verifiable illness or injury.

You must apply for STD Benefits for any absence greater than two (2) consecutive business days.

A Statement of Impairment (SOI) for absences beyond two (2) consecutive business days must be received by the Disability Management Service Provider within ten (10) business days of the first day of absence.

Your HR Representative will arrange for you to receive the STD Benefits Package.

The Disability Management Service Provider has sole responsibility for the assessment of whether or not the definition of disability is met based on information provided to them by Unilever Canada, you and your physician/dentist/clinical psychologist.

To be considered for Short Term Disability, a Statement of Impairment (SOI) within ten (10) business days of the first day of absence, signed by a licensed physician/dentist/clinical psychologist, must be submitted to the Disability Management Service Provider. Unilever Canada must receive confirmation of the fulfillment or non-fulfillment of the definition of disability from the Disability Management Service Provider. Failure to provide medical verification upon request may result either in the discontinuation of benefit payments.

You will be entitled to receive up to twenty-six (26) weeks of STD benefits for periods of absence due to the same or related illness or injury. If a reoccurrence occurs for the same or related illness or injury, and is separated by two (2) consecutive weeks or less of returning to work at full time regular duties, the calculation of your benefit for the successive disability will be determined according to the benefit remaining as per the schedule from the initial disability.

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

Years of Service	Weeks Paid at 100%	Weeks Paid at 70%
Less than 1	1	25
1	2	24
2	4	22
3	6	20
4	8	18
5	10	16
6	12	14
7	14	12
8	16	10
9	18	8
10 or more	26	0

MAXIMUM BENEFIT PERIOD

26 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 \$40 for each period of Disability (as defined under the Disability Income Plan). This amount is applicable to the deductible amount **of** OHIP's Ambulance Benefit, and does not duplicate in any way the OHIP Ambulance Benefit.

Special Accident Benefit (Employee and Dependents)

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

ELIGIBLE EXPENSES

1. Hospital charges resulting from confinement.
2. Medical or surgical treatment of supplies.
3. Diagnostic services.
4. Services of a registered nurse.
5. Dental x-ray, **or** examination.

Long Term Disability Income Benefit (Employee Only)

-- Effective with disabilities commencing on or after August 1, 1982, a Monthly Income Benefit will be paid to employees who are totally disabled commencing with the exhaustion of the Short Term Disability Income Benefit provided herein. The employee will be regarded as "totally disabled" when the nature and degree of the disability is such that the employee cannot perform each and every duty of any occupation for which he or she is reasonably suited, having regard for education, training and experience. Effective with disabilities commencing on or after July 1, 1996, the employee will be regarded as "totally disabled" during the first 24 months of such disability when the nature and degree of the disability is such that the employee cannot perform the regular duties of his 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 sane or insane; riots, insurrections or any act **of** war, or the commission of, or an attempt to commit, any criminal act.

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

If a disabled employee is in the "grey" area between total disability and total recovery, and attempts some form of "light work" under the supervision of a physician, the L.T.D. Benefit will be reduced by **66.6%** of income derived from such rehabilitative employment for up to two years of such employment. If the employee cannot continue the employment for health reasons, he/she goes back on full

L.T.D. Benefits; if still so employed after two years, the L.T.D. Benefit ceases since he/she is no longer regarded as "totally disabled."

Prescription Drug coverage will be offered to employees who are approved for LTD and the Company will pay 50% of the cost of prescription Drug coverage. It will be optional for employees to select or refuse this coverage at the time they are accepted onto LTD.

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 occupation)

May 1, 2010: \$2,400; May 1, 2011: \$2,400; May 1, 2012: \$2,450

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 \$2000.

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 January 1 of each year.

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: \$320
Bifocal Lenses: \$320
Trifocal Lenses: \$360

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 \$30,000 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 \$30,000 Maximum Benefit reinstated.

ELIGIBLE EXPENSES - -

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

1. Charges for the services of a Registered Nurse (R.N.) 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. Paramedical Services to a Maximum calendar year benefit of \$1000 for each person. Individual category limit of \$400 dollars for the following categories: Chiropractor, Homeopath, Chiropodist, Massage Therapist (RMT registered) and Acupuncturist services. Other paramedical services are paid up to maximum **of \$275** per service but cannot exceed at total of \$1000 for the entire group of services 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

Dental Claim Forms are usually stocked by the Dentist.

Claim Forms for STD must be sent to the Disability Management Service Provider directly via fax to 416.362.2295 or 1.866.629.7894 or via mail to the following address:

CBML Claims
PO Box 87
260 Adelaide Street East
Toronto, Ontario
M5A 1N1

Claim Forms can be obtained through your Human Resources Office or the Disability Management Service Provider. The plan does not cover any fees that may be charged by a physician for completion of this form.

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

- .. To be considered for Short Term Disability, a Statement of Impairment (SOI) within ten (10) business days of the first day of absence, signed by a licensed physician/dentist

/clinical psychologist, must be submitted to the Disability Management Service Provider. Unilever Canada must receive confirmation of the fulfillment or non-fulfillment of the definition of disability from the Disability Management Service Provider.

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, except for the STD plan which provided directly by the Company, 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

Plant Wide Seniority List



Seniority	Craft Group	Last Name	First Name
21-Nov-66	I	Whyte	Eileen
03-Jan-68	II	Powers	Mike
17-Oct-68	I	Waslyk	Donna
18-Jan-71	II	Reid	Mike
23-Sep-71	I	Cerny	Ruzena
27-Sep-71	II	Sutherland	Barbara
06-Sep-72	IV	Sitahall	Eston
12-Feb-73	IV	Scuccimarri	Jack
16-Apr-73	II	Amor	Rick
07-Jan-74	V	Dharamshi	Sharad
12-Feb-74	IV	Gill	Gursewak
27-Feb-74	V	Salino	Crispo
29-Oct-74	I	DiCaro	Carmela
05-Nov-74	I	Heron	Bev
14-Nov-74	V	Paska	Davor
25-Nov-74	IV	Pellicciotta	Bruno
06-Jan-75	I	Gutierrez	Victor
21-Jan-75	IV	Whittingstall	Dave
03-Mar-75	I	Muscat	Tony
14-Apr-75	IV	Gill	Dalbara
09-May-75	V	Radenic	Veljko
02-Sep-75	II	Govereau	Terry
07-Jan-76	IV	Godden	George
02-Mar-76	V	McFarlane	Doug
14-Apr-76	II	Samms	William
21-Jun-76	I	Leonardo	Leo
15-May-78	III	Smith	Mike
30-May-78	I	Veira	Ron
27-Oct-80	III	Jones	Keith
10-Dec-84	III	Tanner	Dave
11-Oct-88	III	Elliott	Phil
09-Jan-89	III	Deichsel	Richard
27-Feb-89	III	Castellano	Nestor
04-Feb-91	III	Wilson	Lon
08-Sep-97	II	Braini	Joe
10-Sep-97	I	Hofer	Joe
10-Sep-97	II	Kwamie	Edith
10-Sep-97	I	Stennett	Peggy

22-Sep-97	I	Chathoth	Sasi
22-Sep-97	IV	Estabrooks	Derek
23-Sep-97	II	Banks	Mike
23-Sep-97	I	Carreon	George
24-Nov-97	III	Skinner	Steve
26-Jan-98	II	Rodrigues	Carlos
26-Jan-98	I	Rose	Berkley
16-Mar-98	I	Rabold	Ed
27-Apr-98	III	Zilberman	Anatoly
14-Aug-00	III	Ganpat	Janak
20-Nov-00	I	Stephenson	Paul
29-Jan-01	I	Caines	Kim
05-Mar-01	I	Flemming	Alison
02-Apr-01	IV	Anderson	Roy
27-Aug-01	V	Dzeletovic	Miroslav
06-May-02	I	Campbell	Bill
03-Sep-02	III	Alimuddin	Mohammad
23-Sep-02	V	Koossa	Ibrahim
15-Oct-02	I	Dhuga	Steve
15-Oct-02	III	Qu	Frankie
08-Jan-03	IV	Duncan	Scott
11-Sep-03	IV	Bryson	Don
20-Oct-03	I	Burton	Debbie
24-Nov-03	I	Agustin	Joaquin
24-Nov-03	I	Punongbayan	Florante
23-Jan-04	I	Basa	Lorenzo
10-Feb-04	III	Pua	Prad
16-Feb-04	I	Tuason	Reyno
01-Mar-04	I	Gueta	Rey
01-Mar-04	I	Martinez	Almira
01-Mar-04	I	Santos	Noel
17-Jan-05	III	Higginson	Rob
18-Apr-05	I	Raznatovic	Tom
18-Apr-05	I	Walton	Lynn
20-Jun-05	I	Patel	Jignesh
6-Oct-05	I	Castro	Jose
5-Dec-05	I	Anandjit	Netanand
28-Dec-05	III	LaCapruccia	Marco
17-Apr-06	I	Mlauzi	Owen
17-Apr-06	I	Vanwynsburghe	Stephanie
08-May-06	IV	Patel	Harshad
15-May-06	III	Bering	Jeff
17-May-06	I	Devereaux	Mike


12-Jun-06	I	Huffman	Kevin
13-Jun-06	II	Kellar	Rick
14-Aug-06	II	Adley	Mark
14-Aug-06	I	Kular	Chris
5-Sep-06	I	McEwen	Frank
2-Jan-07	III	Carmichael	Stephen
9-Feb-09	II	Kelly	Marty
16-Mar-09	II	Bhavsar	Yogesh
16-Mar-09	I	Cerda	Tony
16-Mar-09	I	Nieto	Laarni
30-Mar-09	I	Chandler	Richard
30-Mar-09	II	Devereaux	Brian
30-Mar-09	I	Varkel	Robin
20-Apr-09	III	Roberts	Jay
13-Jul-09	I	Brown	Troy
13-Jul-09	I	Chaves	Michael
13-Jul-09	I	Domazetis	Danny
13-Jul-09	I	McDonald	Mark
13-Jul-09	I	Nix	Brian
13-Jul-09	I	Othi	Manpreet
13-Jul-09	I	Themis	Varkaris
13-Jul-09	I	Whitehouse	Michael
14-Sep-09	I	Belin	Darrol
14-Sep-09	I	Chandoo	Fariza
14-Sep-09	I	Reyles	Leslie
5-Oct-09	I	Dominguez	Ricardo
5-Oct-09	II	King	Othniel
5-Oct-09	I	Robertson	James
5-Oct-09	I	Shier	Brent
5-Oct-09	I	Vargas	Luis
29-Oct-09	III	Konatowski	Michael
16-Nov-09	I	Bhatt	Priti
16-Nov-09	I	Blanquisco	Catalino
16-Nov-09	I	Poon	William
16-Nov-09	I	Rice	Dave
7-Dec.-09	I	Sharma	Satinder
21-Dec-09	I	Brandt	Brenda
21-Dec-09	I	Browne	Darlene
21-Dec-09	I	Klassen	Pamela
21-Dec-09	I	Mateo	Rolando
21-Dec-09	I	Whidden	Michael
1-Jan-10	I	Franco	Nelson
4-Jan-10	I	Mauro	Joel

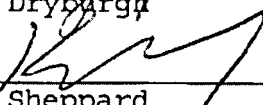
4-Jan-10	I	Shah	Yashwant
4-Jan-10	I	Tingey	Randy
18-Jan-10	I	Burreddu	Paolo
18-Jan-10	I	Howlett	Patricia
18-Jan-10	I	Lukezic	Steve
18-Jan-10	I	Mehta	Sunil
18-Jan-10	I	Molnar	Bill
18-Jan-10	I	Rhia	Michael
18-Jan-10	I	Spiering	Adrian
18-Jan-10	I	Stan	Daniela
25-Jan-10	I	Jessup	Andrew
1-Feb-10	I	Cameron	Steven
8-Feb-10	I	Bailey	Michael
22-Feb-10	I	Waye	David
2-Mar-10	I	Combs	Kerri
2-Mar-10	I	Domenic	Montemurro
23-Mar-10	I	Fry	Kieth
29-Mar-10	II	Alford	Brad
29-Mar-10	II	Callaghan	Peter
5-Apr-10	I	Kahler	Paul
1-May-10	III	Rousell	Scott

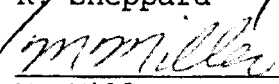
This Agreement will be in full force and effect from May 1st, 2010 until April 30th, 2013 and thereafter from year to year until terminated or amended by either party as hereinafter provided. Not more than ninety (90) days and not less than thirty (30) days prior to April 30th, 2013 or any subsequent 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 21st day of June, 2010.

**FOR THE EMPLOYER:
UNILEVER CANADA INC.**

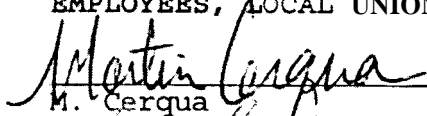


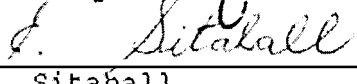
S. Dryburgh


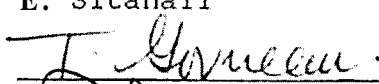
K. Sheppard


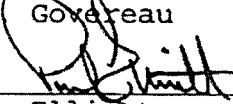
M. Miller

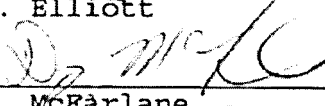
**FOR THE UNION: MILK DRIVERS
DAIRY EMPLOYEES,
CATERERS AND ALLIED
EMPLOYEES, LOCAL UNION 647**

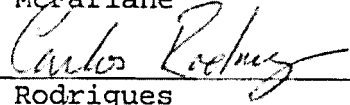


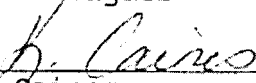
M. Cerqua


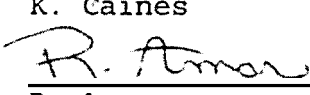
E. Sitahall


T. Goveureau


P. Elliott


D. McFarlane


C. Rodrigues


K. Caines


R. Amor

66