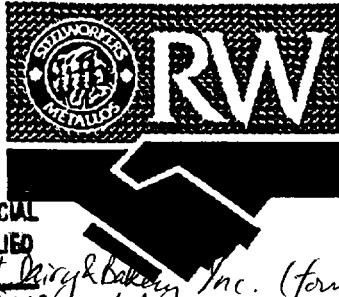


SOURCE	Company		
DATE	94	7	17
TIME	37	4	15
NO. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	OB.		



*TRADE SECRETS AND SCIENTIFIC, TECHNICAL, COMMERCIAL
 FINANCIAL OR LABOUR RELATIONS INFORMATION SUPPLIED
 IN CONFIDENCE BY Maple Lane Dairy & Bakery Inc. (formerly
BEATRICE FOODS INC.) ATTENTION: Nicholas Prince, Labor
Branch PROVIDE STATUTORY NOTICE IF DISCLOSURE
 IS REQUESTED.*

COLLECTIVE AGREEMENT

BETWEEN

**RETAIL, WHOLESALE CANADA
 CANADIAN SERVICE SECTOR, DIVISION OF
 THE UNITED STEELWORKERS OF AMERICA
 LOCAL 440**

AND

**BEATRICE FOODS INC.
 MAPLE LANE DAIRY DIVISION**

EFFECTIVE DATE : JULY 17, 1994
 EXPIRY DATE : APRIL 15, 1997

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COLLECTIVE AGREEMENT

BETWEEN:

**BEATRICE FOODS INC.
MAPLE LANE DAIRY DIVISION**

(hereinafter called *the* "Company")

AND

**RETAIL, WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 440**

(hereinafter called the "Union")

ARTICLE 1 - RECOGNITION - EXCLUSIONS

- 1.01 The Company recognizes the Union as the sole bargaining agent for all employees working at or out of the Company operations in the Regional Municipality of Waterloo, the municipalities of London and Owen Sound, excluding Foremen, Supervisors, those above the rank of Foreman and Supervisor, Office Staff, and those employed for less than twenty-four (24) hours per week.

ARTICLE 2 - UNION SECURITY

- 2.01 All employees in the bargaining unit, as a condition of employment, shall become and remain members of the Union following completion of the probationary period. The Company will deduct the regular initiation fee from new employees and remit same to the Union.
- 2.02 The parties agree that there shall be set up a compulsory check-off on all employees who come within the bargaining unit to which the Agreement applies.

The sum to be deducted shall be a sum as may be set from time to time by the Union as its regular Union dues in accordance with the local By-Laws. Such deductions shall not extend to an assessment or increment in an assessment which relates to a Union benefit, such as insurance. Deductions shall be made from the last pay of each month and a sum equal to the sum deducted shall be forwarded to the Retail Wholesale Canada, Canadian Service Sector, Division of the United Steelworkers of America, Local 440, on or before the fifteenth (15th) day of each succeeding month.

- 2.03 It is agreed that every employee to whom the Agreement applies shall have the right to cast a ballot in any vote taken on a question of a strike-
- 2.04 No employee who is excluded from the bargaining unit will perform any work normally performed by bargaining members except in the case of emergency, training, or due to the absence of bargaining unit employees when replacements are not readily available.
- 2.05 LEAD HANDS
The parties agree that the Company may select employees to, or remove from, lead hand positions, Such selection will be at the discretion of the Company and will not be subject to Article 7 (job posting). However, all other clauses of the Collective Agreement will apply.

ARTICLE 3 - RESERVATION TO MANAGEMENT

3.01 The Union recognizes the right of the Company to hire, discharge for cause, promote, demote and transfer any employee, to manage its business in all respects in accordance with its obligations, to direct its working forces and to make and alter from time to time reasonable rules and regulations, same not to be inconsistent with provisions of this Agreement and subject to the right of the employee to file a grievance.

ARTICLE 4 - REPRESENTATION

4.01 The Union may appoint and the Company shall recognize a four (4) member Negotiating Committee and a six (6) member Steward Committee as follows:

<u>Negotiating Committee</u>	<u>Steward Committee</u>
Chief Steward	Chief Steward
Plant Member	Plant Day Shift
2 Driver Members	Plant Night Shift
	3 Driver Members

4.02 It is understood and agreed that committeemen as well as other employees have their regular duties to perform. Committeemen with the approval of the Plant Manager and/or the Distribution Manager shall be permitted during their working hours to leave their regular duties for a reasonable length of time to adjust and present grievances.

4.03 The Negotiating Committee shall be allowed such reasonable time as is necessary while in conference with Management, respecting wages, contract negotiations and other similar matters.

4.04 Each member of each Committee must have at least twelve (12) months' seniority with the Company to be eligible for election to the Committee.

4.05 The Union shall have the right of assistance of Union Representatives or Business Agents in regard to any matter coming up before a meeting of Management and Union. The Union Representative or Business Agent shall not enter the premises of the Company to discuss any matter with employees without first securing the permission of the Management, or such person authorized to give such permission by Management.

4.06 Bulletin boards will be provided by the Company for the use of the Union for calling meetings, etc., and all notices shall have the approval of Management.

4.07 An employee may request the department steward or, in his absence, another steward or, in his absence, another available union member chosen by the employee when he:

(a) is given a written reprimand

(b) is demoted, suspended, discharged or laid off.

Failure of Union representation being present does not render any Company action void.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 It is agreed that any employee may discuss any complaint arising from the Collective Agreement, personally, with his immediate Supervisor.

5.02 STEP 1
An employee may, through his committeeman, present in writing a grievance to the Plant Manager and/or the Distribution Manager or designate, as appropriate, within five (5) working days following the date the occurrence took place causing such grievance. The Plant Manager or the Distribution Manager or designate, as appropriate, shall meet with the grievor and his Steward to discuss the grievance.

5.03 The Plant Manager or the Distribution Manager or designate, as appropriate shall within five (5) working days, give his reply in writing.

5.04 STEP 2
If the reply is not satisfactory, committeemen may present an appeal to the grievance, in writing, to the General Manager or designate within five (5) working days of receipt of answer.

5.05 The General Manager or designate shall meet with the designated representatives of the Union Committee and full-time Staff Representative within ten (10) working days to discuss the grievance. The General Manager or designate shall give his written reply within five (5) working days after the meeting.

- 5.06 STEP 3
If the decision of Management is not satisfactory, the Union may, by serving written notice to Management within ten (10) working days of the Management's decision, appeal therefrom according to the Labour Relations Act, The decision of the Arbitrator shall be final and binding on both parties. The arbitrator shall not have authority to change, read into, or delete anything from this Agreement.
- 5.07 A suspended or discharged employee may present a grievance in writing through the Steward Committee to Management commencing at Step 2 within five (5) working days after such suspension or discharge and Management shall review the grievance with the Steward Committee and render a decision within five (5) working days after such review.
- 5.08 If an employee is found to have been unfairly suspended or discharged, he shall immediately be re-instated to his job with full seniority rights, and shall be reimbursed for lost time or he shall be granted such lesser compensation as may be deemed fair in the circumstances by the parties, or in the event of arbitration by the arbitrator.
- 5.09 A Union Policy, Company or Group grievance may be submitted commencing at Step 1 of the grievance procedure and proceed in accordance with Article 5.

ARTICLE 6 - SENIORITY

- 6.01 (a) Seniority is the principle of granting preference to employees in matters of lay-off, recall from lay-off, promotion, demotion and choice of vacation dates in accordance with length of continuous full-time service with the Company, provided the senior employee has adequate skill, competency and efficiency. An appropriate training period will be provided where requested by the employee or deemed necessary by the Company.
- (b) Seniority is based on length of continuous full-time service with Maple Lane Dairy.
- 6.02 An employee shall be considered on probation pending completion of sixty (60) calendar days employment within one (1) year after which time his name will be placed on the seniority list backdated to his original date of hire, The sixty (60) calendar day probationary period may

be extended, but only by mutual agreement of the parties and for a period not to exceed thirty (30) calendar days. Probationary employees do not have the right to lodge a grievance and may be discharged at any time at the sole discretion of the Company.

6.03 Seniority lists will be prepared and provided to the Union on a quarterly basis with a copy to be sent to the Union office. Seniority lists will include the name, classification and seniority date of all bargaining unit employees.

In the event two (2) or more employees have the same start date, the following will determine their actual seniority date:

- (a) If the employees were previous employees of a purchased or acquired Company, their order of seniority will be based on their previous service with their previous employer.
- (b) Should the method 'in (a) above fail to properly determine seniority or should the same day hires be new employees, their order of seniority shall be determined by the luck of a draw which shall be conducted by the parties.

6.04 Seniority groups shall be as follows for the purposes of lay-off and re-call:

- (1) Kitchener Plant AM Shift
- (2) Kitchener Plant PM shift
- (3) Kitchener Fridge AM Shift
- (4) Kitchener Fridge PM Shift
- (5) Kitchener Milk Distribution
- (6) Kitchener Ice Cream Distribution
- (7) Interbranch Transport
- (8) Owen Sound

Swingmen will belong to their working group on day shift. Sales swingmen will belong to their respective group as follows:

- Kitchener Milk Distribution
- Owen Sound

6.05 (a) In the event of a general reduction in the number of employees or lay-off or abolition of a job, probationary employees will be laid off first. Thereafter, the employee effected may bump the junior employee in any group provided he has greater seniority. If he is the most junior or the junior employee affected may, provided he has greater seniority, elect to:

- (i) bump the junior employee in any other group
- (ii) be laid off

Any employee subsequently affected will have the same options based on his seniority.

- (b) (i) In the event of a recall to a permanent position, in accordance with Article 6.01, an employee must, if recalled accept a recall to his seniority group at time of lay-off. An employee may, if recalled, refuse a recall to a seniority group other than his seniority group at time of lay-off.
- (ii) In the event of a recall to a temporary position in accordance with Article 22.02, the employee may accept, but this acceptance shall not effect the employee's right for recall to a permanent position if that should happen during the duration of the temporary position.
- (c) Employees who are promoted to a position outside the bargaining unit shall retain their seniority to the date of promotion but shall not continue to accumulate seniority while working outside the bargaining unit.

Similarly, any employee transferred into the bargaining unit shall not displace any senior employee and shall only have bargaining unit seniority based on his actual time worked in the bargaining unit.

6.06 Notwithstanding their seniority status, steward committeemen shall retain top seniority for the term of their office, provided they are able and willing to perform the duties as required of them, Such top seniority shall only apply in event of a lay-off.

6.07 Seniority rights shall cease and services shall be terminated for any of the following reasons:

- (a) If an employee quits.
- (b) If an employee is discharged and the discharge is not reversed by the grievance procedure.
- (c) If an employee is absent from work for three (3) days without notifying the Company, unless a reason satisfactory to the Management has been given.

(d) If an employee fails to return to work after lay-off within five (5) working days after notification by registered mail addressed to his latest address on record with the Company, unless he furnishes reasons satisfactory to Management for such failure.

(e) If an employee is laid off for nine (9) consecutive months or the employees seniority if lesser.

6.08 Where the Company purchases a dairy operation that has a contractual agreement with the Union, Union members of the purchased operation shall be granted up to a maximum of five (5) years' seniority. Where the purchased operation does not have a contractual agreement with the Union, no seniority shall be granted.

However, any employee covered above will have his seniority with his previous employer recognized for purposes of Article 9.01.

6.09 Notwithstanding the seniority and job posting clauses of the Collective Agreement, should an employee, due to advanced age, major illness or disability, be unable to perform the normal requirements of his job, the parties may meet and mutually agree on a job with such lesser duties as the employee may be able to perform.

ARTICLE 7 - JOB POSTING

7.01 It is agreed that any position becoming open or any new opening will be posted on the bulletin board for a period of three (3) working days. Any employee may sign the posting during that period, provided that an employee must have at least twelve (12) months continuous service to be eligible for bidding under Article 7.

7.02 The posting shall indicate the seniority group, shift, job and days of work.

7.03 The vacancy or opening will be filled in accordance with Article 6.01.

7.04 The Company shall have the right to fill any position temporarily by anyone, awaiting final disposition, but for no longer than twenty-one (21) days unless agreed to by the Company and the Committee.

7.05 Such posting shall apply to the original opening and one (1) succeeding vacancy. Subsequent openings shall be

assigned by the Company or hired from any other source.

- 7.06 A successful bidder shall not be permitted to bid again until twelve (12) months have elapsed unless agreed to by the parties.
- 7.07 If the job is not awarded to the senior applicant or any of the applicants, the reasons will be explained to the Chief Steward within three (3) days.
- 7.08 Should the posted shift hours be permanently changed by two or more hours, the incumbent employee may, within five (5) calendar days of the change of hours, request a job change. If requested, the incumbent employee will be transferred to the most junior position in his seniority group and the junior employee will be re-assigned to the vacancy as soon as practical.
- 7.09 If the bid job is eliminated within twelve (12) months of posting the affected employee will have his bidding rights restored.

ARTICLE 8 - HOURS OF WORK - OVERTIME

8.01 **PLANT AND SHIPPING**

The normal work week is forty (40) hours to be worked in a five (5) day week of eight (8) hour shifts or a four (4) day week of ten (10) hour shifts.

8.02 **PLANT AND SHIPPING**

- (a) Days off will be as follows:

Plant and Shipping:

Five (5) day week, Sunday and one other day

Four (4) day week, Sunday and two other days

Milk Receiving:

Five (5) day week, Saturday and Sunday.

The parties recognize the desirability of Sunday off realizing that Sunday production may become necessary due to larger volume increase. In such event, the parties will meet to discuss and implement a Sunday production schedule that will involve a minimum of change.

- (b) Time and one-half ($1\frac{1}{2}$) shall be paid for all hours worked on Sunday, Statutory holiday shifts, and all time worked in excess of an employee's regularly scheduled shift of eight (8) hours or ten (10)

hours or in excess of forty (40) hours in a week provided the employee works his full scheduled hours for the week. Hours worked on Sunday evening as part of the employees regular work week shall not be paid a premium rate. There shall be no duplication or pyramiding of premium pay. The company will consider regularly scheduled hours not worked due to a Statutory Holiday falling on that day and also company excused absences excluding illness, as time worked for the purpose of calculating overtime.

- (c) An employee shall be granted a weekly wage provided he has worked forty (40) hours in the scheduled week.
- (d) No employee shall be required to take time off in lieu of overtime worked.
- (e) All employees will be allowed a fifteen minute (15) paid rest period in each half of their daily work schedule if scheduled for a normal eight (8) hour day. Three (3) such rest periods will be provided for employees whose normal schedule is ten (10) hours per day.

Should any employee be required to work overtime in excess of two hours, he will be granted a fifteen (15) minute paid rest period prior to the commencement of the overtime.

- (f) In the event of a temporary shift change an employee will be notified at the end of his previous shift, if possible, and where not possible the employee will be given as much advance notice as possible.
- (g) In the event that overtime is required, it will be offered to employees who are able and available to do the work in order of seniority. Should there be insufficient volunteers the Company will assign overtime for the remaining positions in reverse order of seniority amongst able employees beginning with available part-time employees.
- (h) A maintenance employee who is called in or back to work by Production Supervisor's phone call will be paid a minimum of three (3) hours at overtime rates if the time spent is less than three (3) hours. All call back time over three (3) hours will be paid at overtime rate. The Plant Manager or designate will advise one week in advance as to which member of

the maintenance staff will be on call. It is the responsibility of the person on call to be 'available and respond to calls as initiated by a Production Supervisor. Should the person on call for personal or emergency reasons be unavailable, he shall give the company reasonable notification as far in advance as possible. Maintenance employees to receive a \$25.00 per week premium while on call.

8.03

WHOLESALE ROUTE EMPLOYEES

- (a) Forty-four (44) hours shall constitute the work week. Effective April 10, 1995 forty (40) hours shall constitute the work week, The work week shall consist of a four (4) day week or a five (5) day week.

NOTE: The change from forty-four (44) hours to forty (40) hours shall be deemed to be applicable to all relevant clauses of the agreement as of April 10, 1995.

- (b) For Wholesale Route employees, time and one-half ($1\frac{1}{2}$) shall be paid for all hours worked on an employee's day off, Sunday, Statutory Holiday shifts and all time worked in excess of forty-four (44) hours in a week (forty (40) hours effective April 10, 1995) provided the employee works his full scheduled hours for the week. Hours worked on Sunday evening as part of the employees regular work week shall not be paid a premium rate. There shall be no duplicating or pyramiding of premium pay. The company will consider regularly scheduled hours not worked due to a statutory holiday falling on that day, and also company excused absences, excluding illness as time worked for the purpose of calculating overtime.
- (c) Wholesale Delivery employees' meal period shall be one-half ($\frac{1}{2}$) hour.
- (d) Where routes operate on a six (6) day system, employees involved shall be on a rotation system of days off.
- (e) If Sunday, in a delivery sense, becomes an issue, the Union and the Company will meet to work out a means to address the problem.

8.04

Notwithstanding Article 8.02 (b), employees in the transport group and Special Delivery will be paid overtime after forty (40) hours in the week or on days

off with a daily guarantee of four (4) hours. Overtime will be calculated based on time cards and tack cards. Transport employees will not receive shift premium.

8.05 All employees days off shall be scheduled seven (7) days in advance and seven (7) days notice shall be required in any change thereof, except in cases of emergency beyond the reasonable control of the Company.

8.06 All employees shall have the option of receiving overtime in money or in banked time (on premium calculation) for any extra time worked. It is understood that such time off shall be by mutual agreement. It is further understood that any banked time must be used or paid off by December 1st of each year or such future fixed date by mutual agreement, however, not to go beyond March 31st of the succeeding year. Commencing in 1995 a maximum accumulation of 2 weeks (80 hours) banked time will be allowed.

ARTICLE 9 - VACATTONS

9.01 The following vacations with pay shall be granted employees:

Two (2) weeks' vacation with pay after one (1) year's service.

Three (3) weeks' vacation with pay after five (5) years' service.

Four (4) weeks' vacation with pay after ten (10) years' service.

Five (5) weeks' vacation with pay after twenty (20) years' service.

Six (6) weeks' vacation with pay after twenty-five (25) years' service.

9.02 Lists setting out the employee's vacation entitlement shall be posted by January 1st of each year requesting employees to indicate their preferred choices for the year. All vacations to be selected and finalized by April 1st. Employees will have up to 2 working days upon notification to select their vacation. In the event the employee chooses not to select all his vacation in the 2 working days he will forego his right to choose the remainder of his vacation until all employees in his group have selected their vacation.

Vacation entitlement will be determined by the employee's anniversary date with the Company.

All employees entitled to two (2) or more weeks vacation shall be entitled to two (2) weeks vacation in the period May 1 to October 31.

9.03

Payment

Payment for vacation shall be two percent (2%) of the previous calendar year's earnings as per T4 slip less taxable benefits and allowances for each week's vacation or pro-rata thereof.

Lost time, while receiving Worker's Compensation or established sick pay claim shall for the purpose of calculating holiday pay be taken as if the employee had been paid his full regular rate of pay during the absence.

9.04

The Company agrees to give pro-rated vacation to those with less than one (1) year's service according to the Employment Standards Act. The Company reserves the right to name the vacation period, but where possible, one (1) week's vacation will be granted during the summer period.

9.05

The Company will advance to each employee an amount equal to one (1) week's pay for each week of vacation before said employee leaves for vacation. This payment will be considered an advance on the employee's earned wages, the amount received by the employee must be paid back to the Company when the employee returns from vacation and receives his regular pay cheque. This advance payment shall be made on request by the employee, provided reasonable notice is given by the employees of not less than 1 month prior to the commencement of the employee's vacation.

9.06

Call Back

Where an employee is called back from vacation, he shall be paid at the rate of time and one-half (1½) for all time worked, and in addition, shall receive unused vacation credits at a later date.

ARTICLE 10 - LEAVE OF ABSENCE

10.01

By mutual agreement of Management and the Union, any employee covered by this Agreement will be granted a leave of absence, which shall not be recognized as binding unless the same is in writing and signed by the General Manager or other designated representative of the

Company, showing the date such leave is granted, and the date that the same expires. No leave of absence shall be valid for more than three (3) consecutive months after the date of the last work performed, except in the case of sickness or accident. All leaves must be agreed to by the Committee.

- 10.02 An employee who has been granted a leave of absence will be re-instated in his former position, if available, on his return to work. If his former position is not available any longer, he will be placed in a position generally similar in line with his seniority and ability. If he is unable to carry out his regular duties, the Company will endeavour to provide equitable work for him.
- 10.03 The Company will allow a member of the Union, not in excess of one (1) in number at one time, reasonable leave of absence without pay to attend Union conferences or conventions.
- 10.04 An employee with seniority standing will be granted leave of absence for full-time employment with the Union, for a period not to exceed six (6) months. This leave of absence may be extended by the Company at the expiration of six (6) months and provided further, that application for such leave extension will be made thirty (30) days prior to the termination date of such leave of absence, and the company will notify the union of the extension of leave of absence before such leave is granted.
- 10.05 Any leave of absence shall end on the first day the employee on leave returns to work.
- 10.06 Any employee who has received a leave of absence and accepted other employment during such leave of absence without mutual consent of the Company and the Union, shall be subject to discharge.

ARTICLE 11 - STATUTORY HOLIDAYS

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

Shall be recognized by the Company and paid regardless of the day on which the holiday falls. Each employee shall be entitled to two (2) float holidays which shall be scheduled off with pay at a mutually agreeable time.

- 11.02 Not Worked
Payment for the week in which any of these Statutory Holidays occur shall be the same as for the regular full week.
- 11.03 If Worked
If an employee works on any of the above-named Statutory Holidays, he shall receive either one and one-half ($1\frac{1}{2}$) extra day's pay, or given an extra half ($\frac{1}{2}$) day's pay plus one (1) extra day off with pay, at the option of the employee; such day off must be given by November 30th of each year.
- 11.04 Should any of the Statutory Holidays as named above, fall within an employee's scheduled vacation period, he shall receive one (1) extra day's pay in that week, based on one-fifth ($1/5$ th) of his vacation pay, for that week or alternatively may schedule a lieu day which will be agreed upon by the management and the employee.
- 11.05 The Company will use its best efforts to ensure that employees will not be required to work after 6:00 p.m. on Christmas Eve and New Year's Eve, or be required to start work earlier than 5:00 a.m. on such statutory holidays.

ARTICLE 12 - NO STRIKE OR LOCK-OUT

- 12.01 The Union agrees that, while this Agreement is in effect, there will be no strikes and the Company agrees there will be no lock-outs as defined in The Labour Relations Act, R.S.O., 1980, c.232 as amended.

ARTICLE 13 - GENERAL

- 13.01 In the case of temporary lay-off, the Company will, where possible, give an employee twenty-four (24) hours' notice of lay-off, except in the case of power shortage, fire, flood, or something beyond the control of the Company.
- 13.02 The Company shall be responsible for the washing of the outside of all trucks, but the driver salesman shall be responsible for the cleaning of the inside of the cab of his truck.

13.03 If a salesman's or truck driver's licence is suspended or withdrawn due to the present Government point system, the Company will not be obligated to continue his employment, unless a job is open which does not require him to drive.

13.04 Drivers shall be reimbursed the cost of medical examinations required to maintain their "A" licence to an amount up to \$50.00.

ARTICLE 14 - GENDER

14.01 Throughout this Agreement, wherever the masculine pronoun is used, it shall be construed to mean the feminine as well, and wherever the singular is used it shall also include the plural.

ARTICLE 15 - UNIFORMS

15.01 New employees will be required to pay one hundred percent (100%) of the cost of their first full issue of a uniform. The Company will pay for their second full issue and thereafter all issues of uniforms will be seventy-five percent (75%) paid by the Company. Uniforms must be worn only while working for the Company and must be kept clean and in good repair by the employee.

The Company will pay a uniform cleaning allowance of two Dollars (\$2.00) per week to be paid semi-annually, the last payroll in October and the last payroll in April.

The company will provide drivers with six (6) pairs of gloves each year at no cost to employees.

ARTICLE 16 - SAFETY

16.01 The Company agrees to put in a first aid box, properly equipped to take care of an emergency that may arise.

16.02 The Company will pay to each driver salesman once annually one hundred percent (100%) of the cost of a pair of approved safety shoes to a maximum of One Hundred Dollars (\$100.00).

16.03 The Company will pay the full cost of insulated boots for ice cream storage and fridge employees where necessary up to a maximum of one hundred dollars (\$100.00).

16.04 Where an employee is required to wear safety prescription glasses in the normal performance of his duties, the company will provide an allowance once every two years up to a maximum of one hundred dollars (\$100.00) or the cost of the glasses, whichever is less.

ARTICLE 17 - PLANT CLOTHING

17.01 It is agreed that the Company shall supply all plant employees with suitable dairy whites, coveralls or overalls and the laundering of same. The Company shall also supply to plant employees up to two (2) pairs of rubbers or rubber boots per year. Employees must return old rubbers or rubber boots in order to receive issue of new ones. Where employees are required to work in conditions deemed by the Company to require such clothing, Arctic clothing will be provided.

ARTICLE 18 - JURY DUTY

18.01 In the event of an employee's being called to Jury Duty, or as a subpoenaed crown witness, the Company shall pay to the employee, the difference between the pay received by the employee for such duty and his regular earnings.

ARTICLE 19 - WELFARE BENEFITS

19.01 The Company will provide the following benefits for all permanent full-time employee with three (3) months continuous service:

(a) Group Life Insurance

Coverage of twenty-three thousand dollars (\$23,000) for each employee, of which one thousand dollars (\$1,000) shall be continued in effect on normal retirement at no premium cost to the employee. Prior to retirement, an additional accidental death benefit of twenty-three thousand dollars (\$23,000).

(b) Major Medical

The Company provides major medical benefit at no premium cost to the employee.

(c) Weekly Indemnity

The Company will pay to each employee absent because of illness or accident (not covered by workers' compensation) sixty-six and two-thirds percent (66 2/3%) of his regular earnings up to the

U.I.C. maximum for a period of twenty-six (26) weeks. Such sick pay shall commence on the fourth (4th) day (or after loss of twenty-four working (24) hours) of sickness and the first (1st) day of accident or hospitalization.

(d) Dental

The Company provides a group dental plan with benefits as provided for in the Blue Cross Plan #7 or a plan providing equivalent coverage. The Company will pay one hundred percent (100%) of the premium cost.

Benefit payments will be based on the following schedule:

Effective ratification, the 1993 O.D.A. schedule.
Effective April 17, 1995, the 1994 O.D.A. schedule.
Effective April 17, 1996, the 1995 O.D.A. schedule.

(e) Optical

Effective July 1, 1994, the Company will provide full premium payment for an optical plan for employees and their dependents based on a Two Hundred Dollars (\$200.00) maximum claim per claimant within a two year period.

19.02 Employee Benefit Premiums

It is understood and agreed that all premium reductions applicable under the January, 1972 consolidation of premium remittances to the Ontario Health Service Insurance Plans, through the newly created Ontario Health Insurance Plan, and the full employer's portion of any reduction to Unemployment Insurance Commission premiums resulting directly from Unemployment Insurance Commission approval of the improved Company Sick Pay Plan, are included as part of the negotiated wage increases and improved benefits contained in this Collective Agreement.

19.03 Long-Term Disability

The Company has implemented a Long Term Disability benefit at no premium cost for eligible full-time employees which will pay a weekly benefit of sixty-six and two-thirds percent (66 2/3%) of normal pay up to the Unemployment Insurance Commission maximum. This benefit commences in the twenty-seventh (27th) week of disability. The maximum time benefits are payable is three (3) years.

19.04 Pension

Effective December 31, 1980 the existing pension plan will be paid up with the benefit deferred until normal

retirement age for each enrolled member.

Effective January 1, 1981, eligible employees will be enrolled in a Company paid future service related plan, which will provide at retirement age sixty-five (65) a benefit of Twenty-five Dollars (\$25.00) per month per year of credited service.

Effective January 1, 1984, the future service benefit will be increased to Thirty Dollars (\$30.00) per month per year of credited service from that date,

Effective May 1, 1989, the future service benefit will be increased to Thirty-five Dollars (\$35.00) per month per year of credited service from that date.

Effective May 1, 1996, the future service benefit will be increased to Thirty-seven (\$37.00) per month per year of credited service from that date.

19.05 Medical Certification

An employee unable to work due to an accident or illness and who is under the care of a doctor will provide, upon reasonable request, medical certification of his condition. The employee will keep the Company informed of his condition and expected date of return to work. An employee returning to work may be required to provide medical certification of his condition prior to returning to work.

ARTICLE 20 - BEREAVEMENT PAY

20.01 The Company shall grant bereavement pay of up to three (3) working days for absence in the event of a death in the employee's immediate family or family by common law. Family shall be mother, father, children, brother, sister, mother-in-law, father-in-law, spouse. In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild, he shall be granted up to one (1) day with pay. Such time off must be taken at the time of bereavement.

ARTICLE 21 - HUMANITY FUND

21.01 Effective April 1995, the company will contribute 1¢ per hour for all hours worked by bargaining unit employees to the United Steelworkers of America, Humanity Fund. Contributions to the fund will be made quarterly and remitted to the United Steelworkers of America National

Office.

It is clearly understood that this fund is to be utilized strictly for the purpose specified in the Steelworkers Humanity Fund Inc. Letters Patent, Dated March 12, 1986.

ARTICLE 22 - WAGES AND CLASSIFICATIONS

22.01 Effective July 17, 1994, the following are the classifications and base weekly rates.

	Effective <u>July 17, 1994</u>	Effective <u>April 15, 1996</u>
Lead Hand	822	830
Swing Man	794	802
Relief Operator	782	790
Night Washup	782	790
Pasteurizer	782	790
Filler Operator	782	790
Milk Receiver	782	790
Storage Shipper	782	790
General Maintenance -	767	775
- 3 mo	783	791
- 6 mo	794	802
- 12 mo	804	812
Fleet Maintenance	804	812
General Help	759	767
Special Delivery	759	767
Transport Driver	782	790
Shunt Driver	782	790
Probation Rate	736	744

	Effective <u>July 17, 94</u>	Effective <u>April 10, 95</u>	Effective <u>April 15, 96</u>
Wholesale Driver	800	782	790
Driver Swingman	840	822	830

22.02 First Year Seasonal (May 1 to September 15) - \$10.08/hr.
Experienced Seasonal (May 1 to September 15) - \$13.08/hr.
Temporary Employees - \$15.00/hr.

Temporary employees are those hired to replace regular full time employees on short term disability, Workers Compensation, leave of absence or for the purpose of employee training for no longer than 6 months unless mutually agreed to between the Company and the Union. The Company will notify the Union of all temporary employees hired for the above purposes, stating purpose and



anticipated duration.

Overtime for seasonal and temporary employees will be calculated in accordance with the Employment Standards Act.

22.03 Shift Premium - Plant Employees
Plant employees working on shifts starting after 12:00 Noon or before 6:00 a.m., will be paid a shift premium of Fifty Cents (50¢) per hour for all hours worked between 4:00 p.m. and 6:00 a.m. This premium will not apply to any hours worked as overtime after the regular shifts.

22.04 Freezer Premium
An employee working in the freezer will be paid a freezer premium of Fifty Cents (50¢) per hour for all hours worked in the freezer.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall continue in full force and effect from July 17, 1994 until April 15, 1997 and from year to year thereafter unless between the 15th day of January and the 15th day of April, 1997, either the Company notifies the Union, or the Union notifies the Company, of its desire to terminate or amend this Agreement. In the case of amendments, the notice shall set forth the amendments desired.

24.02 Notice shall be in writing and shall become effective if sent by Registered Mail, addressed, if to the Union, to the Retail, Wholesale Canada, Canadian Service Sector, Division of the United Steelworkers of America, Local 440, 5045 Orbitor Drive, Building #11, suite 200, Mississauga, Ontario, L4W 4Y4 and if to the Company, to the General Manager, Beatrice Foods., Maple Lane Dairy Division, Box 1236 Kitchener, Ontario N2G 4G8.

SIGNED THIS 23rd day of NOVEMBER, 19 94.

FOR THE COMPANY

[Signature]
RC Benson
[Signature]
Harry Snyder

FOR THE UNION

[Signature]
Peter Steery
Leo Marsh
[Signature]
Jim Longworth

LETTER OF UNDERSTANDING #1

BETWEEN: BEATRICE FOODS INC.
MAPLE LANE DAIRY DIVISION
KITCHENER, ONTARIO

AND: RETAIL, WHOLESALE CANADA, CANADIAN SERVICE SECTOR
DIVISION OF THE UNITED STEELWORKERS OF AMERICA
LOCAL 440

1. UNIFORMS

As provided in Article 15, the current payment for uniforms and cleaning shall continue. The Company will arrange for a specific date twice annually when all salesmen will be measured for their uniforms.

2. RED CIRCLE RATES

It is agreed that no further Red Circle Rates will be implemented without the consent of the Union in advance. In this section Union means Area Representative or International Representative.

3. PART TIME HOURS

The Company agrees that part time hours will be kept to a bare minimum and that part time help will not be used to the extent of replacing or preventing the hiring of a full-time employee.

4. OUT OF TOWN TRAVEL

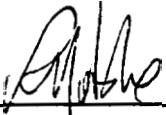
The Company will make expense vouchers available to employees to cover additional travel expenses when an employee is required to travel by the Company. Additional travel time, if required, will be treated as hours worked and paid for on the normal payroll.


5. OHIP

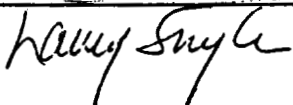
If OHIP premiums should be reintroduced the Company will pay the full premium cost on the same basis as was set out in 20.01 (b) of the collective agreement which expired April 14, 1991.

DATED AT Kitchener, Ontario this 23rd day of NOVEMBER, 1994.

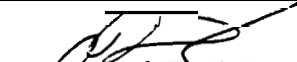
FOR THE COMPANY

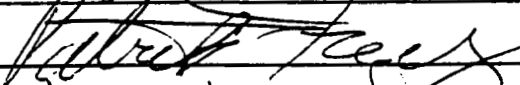


"RC" 



FOR THE UNION





Les Marsh

Ron Goble

Jim Rongworth