

COLLECTIVE AGREEMENT

BETWEEN:

COSMAIR CANADA INC.
3737 Côte-Vertu
Ville St-Laurent, Quebec
H4R 2C9

or

4895 Hickmore
Ville St-Laurent, Quebec
H4T 1K5

(Hereinafter referred to as the Company or the Employer)

PARTY OF THE FIRST PART

AND:

**UNION DES ROUTIERS, BRASSERIES, LIQUEURS
DOUCES & OUVRIERS DE DIVERSES INDUSTRIES,
LOCAL 1999**
9393 Edison, Suite 100
Anjou, Quebec
H1J 1T4

(Hereinafter referred to as the Union)

PARTY OF THE SECOND PART

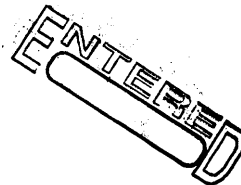


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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to promote harmonious relations between the Company and its employees, to establish certain regulations governing relations between these parties and ensuring efficiency for the development of the profitable operations of the Company's business, the working conditions and welfare of its employees, and to facilitate the solution of problems that may arise from time to time, in accordance with the jurisdiction of this agreement.

ARTICLE 2 - ACKNOWLEDGMENT AND JURISDICTION

- 2.01 The Company acknowledges the Union as the sole bargaining agent certified to negotiate and sign a collective agreement on behalf of and for all employees covered by the certificate of union recognition issued on June 2, 1980, by the Service du droit d'association of the ministère du Travail du Québec. The employees thus represented by the Union make up the bargaining unit and the clauses of this agreement apply only to the employees in said bargaining unit.
- 2.02 Wherever the masculine pronoun is used in this agreement, it represents and includes the feminine pronoun if the context so implies.
- 2.03 Employees who are not members of the bargaining unit may not do the work normally performed by an employee included in the bargaining unit, except in cases of:
1. emergency, that is, a situation which necessitates an immediate solution and which cannot be postponed;
 2. demonstration and testing of equipment;
 3. equipment maintenance or repairs by specialized personnel.
- 2.04 The Company undertakes not to subcontract work that could be performed by the members of the bargaining unit and for which the company is equipped, if such has the effect of causing layoffs among permanent employees in the bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees and acknowledges that the Company has all the powers to manage its business subject only to the restrictions imposed by law or by this agreement.
- 3.02 The Company shall have the right to establish and modify from time to time the rules and regulations which the employees must observe, which rules and regulations shall not contradict the provisions of this agreement. The Company shall transmit and explain such regulations to the Union and the employees at the time such regulations are adopted or substantially amended.
- 3.03 (a) The Company agrees to meet with the Union executive monthly, or as needed, to study and discuss various questions of common interest affecting the working conditions of the members of the bargaining unit. The Company acknowledges that such discussions could also deal with alleged cases of discrimination and/or intimidation. The parties acknowledge, however, that such discussions do not replace the grievance or arbitration procedure and that, notwithstanding the application of this clause, the other procedures provided for in the collective agreement must be respected.

- (b) At all meetings between the Company and the Union, including the second stage of the grievance procedure, concerning a question of common interest to both the Côte-Vertu and Hickmore street locations, the Union committees representing both locations shall be present. Such meetings, when called by the Company, shall be held during regular working hours.
- 3.04 (a) When a new job is established or an existing one is substantially modified, the Company shall set or amend the wage rate of such new or modified job and shall give written notice thereof to the Union.
- (b) The Company shall be entitled to a trial period of thirty (30) days. If the Union does not agree with the wage rate set for such new or modified job then, not later than sixty (60) days (but not prior to thirty (30) days) following receipt of such notice or, if no such notice was given, within sixty (60) days after the Union learns of the creation or substantial modification of a job, the Union must file a grievance at Step no. 3 to have the rate for such new or modified job determined. If the Union fails to file a grievance according to the provisions and time frames mentioned hereinabove, it shall then be deemed to have accepted the rate set by the Company.

ARTICLE 4 - NO STRIKES OR LOCK-OUTS

- 4.01 The parties shall respect the provisions of the Labour Code regarding strikes and lock-outs.

ARTICLE 5 - UNION ACTIVITIES

- 5.01 Except for the functions specified elsewhere in this agreement, no Union activity shall be permitted on the Company's premises during working hours, unless permission is otherwise granted by the Employer.
- 5.02 The Company shall grant unpaid leave to any employee elected or named as official representative of the Union, Local 1999, if his functions require a complete absence from the Company for the period mentioned hereinafter. Such unpaid leave shall not exceed three (3) months. However, it may be renewed by the Company for an additional period of three (3) months. During such absence, the Union shall reimburse the Company for all premiums paid by the Company on behalf of the absent employee, which would have been paid by the employee had he been at work. The employee's seniority shall continue to accumulate during his absence as though he had been working for the Company.
- 5.03 The Company shall grant a temporary leave with pay to an employee for Union activities when attending conventions or educational courses by Union-affiliated organizations. The employee's seniority shall continue to accumulate as though he had been working for the Company. In all cases, the Union shall inform the Company at least one (1) week in advance of the names of such representatives and the duration of their absence from work. Such absences shall not exceed fourteen (14) business days per year and may be taken in half-day periods.
- 5.04 (a) A maximum of six (6) employees representing the Union during collective bargaining or conciliation sessions with the Company shall receive their regular rate of pay during regular working hours until the parties have acquired the right to strike or lock-out. Employees involved in the settlement of grievances on Company premises shall receive their regular rate of pay during regular working hours.

Bargaining committee members may be absent for up to two (2) days without any loss of pay for the purposes of preparing the draft collective agreement.

(b) The Union shall provide the Employer with the names of the Union representatives, their substitutes, and the departments they represent. The Union shall also inform the Employer of any changes or substitutions thereto.

(c) Employees involved in grievance settlement as referred to in paragraph (a) of this article shall have access to a private and suitable location.

(d) Union delegates shall have up to three (3) hours per month without loss of salary in order to meet for discussions related to the collective agreement. A forty-eight (48) hour prior written notice shall be given to the Human Resources Director. Such notice shall stipulate the date, time and location of the meeting.

5.05 The Company shall provide the Union with exclusive bulletin boards on which to post notices of meetings. All other official Union notices shall be duly signed by a Union representative and approved beforehand by the management. Minutes of the meetings between the Company and the Union shall be submitted by the Union committee to the Company for approval and transcription, after which they may be posted.

5.06 No employee or group of employees shall be discriminated against for reasons of race, nationality, colour, marital status, religious or political affiliations, or age. No employee or group of employees shall be discriminated against, intimidated or restricted due to their Union affiliation or their lawful and legitimate activities as Union delegates or officers.

5.07 At the request of the Union committee, the Company may provide a location for information and/or consultation meetings of Union members, to the extent that such information and/or consultation meetings are required immediately in order to respond to a request by the Company.

5.08 An employee wishing to discuss a problem with the Union delegate may not leave his place of work without prior permission from his foreman; such permission shall not be unreasonably refused.

5.09 In the performance of their duties, as provided for in this collective agreement, Union officers shall have access to a conference room; a reasonable notice shall be given to allow the Company to make the necessary arrangements.

ARTICLE 6 - UNION SECURITY

6.01 All regular employees shall, as a condition of retaining their employment, be and remain members in good standing of the Union for the entire term of this collective agreement.

6.02 Every new employee, as a condition of retaining his employment, shall join the Union and remain a member in good standing after completing the trial period. He must, however, pay Union dues beginning with the first pay.

6.03 The Company shall withhold from each employee's weekly pay the amount due to the Union by the employee for Union dues, as well as initiation fees, where applicable. The total amount of said deductions shall be remitted to the Union's Secretary-Treasurer by cheque payable to the Union within the ten (10) days following the end of the month in which said deductions were made, together with

a list of the names and the social insurance numbers of all employees whose pay is affected by such deductions.

- 6.04 In the event of illness, vacation, authorized leave and regular absences, etc., the Union dues that were not collected must be deducted in the four (4) weeks following the first pay after the employee's return to work.

ARTICLE 7 - VACATION

- 7.01 For the purposes of calculating vacation benefits, July 1 shall be the reference date for each year.
- 7.02 Employees with less than one (1) year of continuous service as at July 1 shall be entitled to vacation of one (1) day for each complete month of continuous service up to a maximum of ten (10) days, with pay equivalent to four per cent (4%) of their salary before July 1.
- 7.03. Employees with one (1) year but less than four (4) years of continuous service shall be entitled to two (2) weeks of vacation, with pay equivalent to 4% of their salary for the twelve (12) months preceding July 1.
- 7.04 Employees with four (4) years but less than ten (10) years of continuous service shall be entitled to three (3) weeks of vacation, with pay equivalent to 6% of their salary for the twelve (12) months preceding July 1.
- 7.05 Employees with ten (10) years and less than twenty (20) years of continuous service shall be entitled to four (4) weeks of vacation, with pay equivalent to 8% of their salary for the twelve months preceding July 1.
- 7.06 Employees with twenty (20) years of continuous service or more shall be entitled to five (5) weeks of vacation, with pay equivalent to 10% of their salary for the twelve (12) months preceding July 1.
- 7.07 In the event that the Company decides to shut down one or more section(s) of the plant for vacation purposes, such shutdown shall be scheduled between Saint-Jean-Baptiste Day and Labour Day, and notice thereof shall be posted in the plant before May 1. In the same manner, if there is a shutdown during the Christmas period, the Company shall give notice thereof before December 10.
- 7.08 The Company shall establish the vacation period for each employee and shall inform the employee thereof prior to May 15 and, in any case, the Company shall notify the employees who are entitled to vacation exceeding the plant shutdown period for vacation purposes of the date on which they must take the remainder of the vacation they are entitled to. Any time prior to April 15, every employee may inform the Company of the period during which he would prefer to take his vacation or, as the case may be, of the date on which he prefers to take the remainder of the vacation he is entitled to. In the event that two (2) or more employees request the same vacation period or the same period for the remainder of their vacation, as the case may be, and the Company is not in a position to accept the requested date for said two (2) or more employees, then the employee(s) with the most overall seniority in the classification where they work following a posting shall be given preference provided the required replacement staff remains available.

(a) Subject to operational requirements as determined by the Company, employees who cannot take their vacation during the summer shutdown, may, according to their seniority, transfer to the other plant to fill positions that may be available, at the wage rate of the position filled. Employees wishing to avail themselves of this clause shall inform the Company thereof within ten (10) days following the announcement of the shutdown.

(b) The Company may, on request, grant any employee one or more unpaid leaves. A justifiable request must be presented at the same time as the vacation notice referred to in article 7.08, namely by April 15 of each year. Copies of such requests shall be forwarded to the Union.

- 7.09 An employee eligible for less vacation than the period of any plant shutdown for vacation purposes shall be transferred according to his seniority to an available position for which he is qualified, unless there is no required work for which such employee is qualified.
- 7.10 When a paid statutory holiday falls within an employee's paid vacation period, he shall be entitled to receive an amount representing such holiday as well as his regular vacation allowance.
- 7.11 The employee shall receive his vacation pay before he leaves on vacation. The surplus percentage of the vacation pay shall be paid around July 1 of each year.
- 7.12 The vacation pay shall be calculated on the basis of the applicable percentage stated in the preceding paragraphs, or on the hourly rate multiplied by the number of hours worked for each week of vacation to which the employee is entitled, whichever is higher.
- 7.13 (a) If the production requirements so permit, the employee may take all of his vacation weeks (continuously if desired) between Saint-Jean-Baptiste Day and Labour Day. If the employees do not take their vacations during such period, they may take them at a time agreed upon by the employees and the Company.
(b) All employees qualifying for three (3) weeks or more of vacation, as provided for in this agreement, may take their three (3) weeks or more during the period provided for in article 7.13 (a).
- 7.14 In the event of illness of an employee's spouse or a dependent requiring the employee's full-time presence for a period exceeding one (1) month, the employee may request an unpaid leave of absence for such purposes, which shall not be unreasonably refused.

ARTICLE 8 - TRANSFERS

- 8.01 If an employee is temporarily assigned to a job at a wage rate that is higher than his regular wage rate, such employee shall be paid at the higher rate for the complete day, if he remains a minimum of one half-day at the temporary job in the same day. If he remains there more than one (1) hour, he shall be paid at the higher rate for four (4) hours. If he remains at the temporary job less than on (1) hour, his regular rate shall apply.
- 8.02 If an employee is temporarily assigned to a job that commands a lower wage rate than that of his regular position, he shall be paid at his regular wage rate.
- 8.03 In the event of a permanent transfer, the employee shall be paid at the wage rate of his new position.
- 8.04 If, however, the Company deems that it is necessary to reduce the number of positions and an employee is assigned to a position that is paid at a lower wage rate rather than being temporarily laid off,

such employee shall be paid at the wage rate for the temporary position. The same shall apply following a layoff. Any employee recalled on the basis of his seniority shall be paid according to the wage rate for the position to which he is assigned, if no work is available in his previous position. If the position is eliminated, the Company shall first cancel any temporary position in the classification concerned.

8.05 PERMANENT TRANSFERS

If an employee is permanently transferred from one department to another, the seniority rank of such employee shall not be affected.

8.06 CHOICE OF SHIFT

On a general basis, the Company shall give preference to the employees with most seniority for the day, afternoon, or night shift when it assigns employees to operations of any shift, provided such employees are competent and willing to perform the work in question and a sufficient number of competent employees are available for each of the other shifts. If the conditions set out hereinabove are respected, every two (2) years, each employee may express his wish to change his shift. The Company shall make an effort to accommodate each employee and shall not unreasonably refuse any request. It is agreed that pursuant to this clause, a change of shift shall be for a minimum period of two (2) years. Employees wishing to change shift must forward their written application to the Human Resources Department during February 2000 and during the month of February every two (2) years thereafter. Exceptional cases, or requests for temporary changes of shift for a serious reason, shall be dealt with by the Company on a case by case basis.

8.07 (a) An employee who develops an allergy to a chemical product that he must handle on a regular basis, may, if in his physician's opinion his health so requires, transfer to another department after agreement is reached between the Union and the Company. In case of conflicting opinions between the employee's and the Company's physicians, a third physician, impartial to the case, shall be consulted and his opinion shall be binding on both parties.

(b) (i) Upon agreement between the parties, an employee who suffered a work accident and who, in the opinion of his physician, cannot meet the normal requirements of his job, may be transferred to duties which he can perform.

(ii) An employee who suffered a work accident acknowledged by the CSST which resulted in a permanent occupational disability of the employee preventing him from meeting the normal requirements of his job may use his seniority, starting with the employees with the least seniority, in order to bump a regular employee with less seniority than the employee in question and whose job he can perform immediately in view of his occupational injury.

ARTICLE 9 - SHIFT BONUS

9.01 Any employee working on the evening shift shall receive for each hour worked the regular wage rate for his regular work plus ninety cents (90¢) per hour for the three years of the collective agreement.

9.02 Any employee working on the night shift shall receive for each hour worked the regular wage rate for his regular work plus one dollar and ten cents (\$1.10) per hour for the three years of the collective agreement.

- 9.03 An employee who does sanitary welding shall receive a premium of forty-five cents (45¢) for each hour of such work. Such employee must have the qualifications required by the Employer, namely:
1. he must have successfully completed the course on sanitary welding,
 2. he must have the certificate required to do such work, and
 3. the work must be approved as sanitary by an outside company.
- 9.04 An employee responsible for ensuring the proper functioning of the equipment classified as "fixed machinery" shall receive the wages stipulated in the "building mechanic" classification plus twenty-five cents (25¢).
- The employee must have a "Fixed Machinery Mechanic, Class IV" certificate.

ARTICLE 10 - SAFETY, HEALTH AND WELFARE

- 10.01 Both parties shall cooperate in preventing accidents and promoting occupational safety. A safety committee consisting of three (3) representatives of each party shall be created for this purpose. An additional representative of each party shall sit on this committee if there is an evening shift. It is agreed that the fourth representative of the workers shall be from the evening shift. Said committee will meet every six (6) weeks, or as required. The committee shall submit a report on its discussions to the Union and the Company.
- 10.02 (a) The Company shall provide each employee with one (1) pair of safety shoes or boots per year and shall defray the purchase price to a maximum of ONE HUNDRED DOLLARS (\$100.00) per year for the duration of this agreement, upon presentation of a receipt. Employees shall wear them at all times.
- For the purposes of this clause, the Company authorizes reimbursement up to the maximum stipulated when the safety shoes or boots are damaged before one (1) year has elapsed due to the nature of the employee's work, at the Company's discretion.
- (b) The Company shall provide, as required, one pair of safety shoes or boots to processing workers, mechanics, electricians, set-up mechanics and lift truck/raw materials drivers.
- 10.03 First-aid kits with sufficient supplies and accessible at all times shall be provided by the Company.
- 10.04 Any employee required to leave for the hospital following a work accident shall incur no loss in pay for the day in question, nor for the examinations required following the accident.
- 10.05 If the Company requires that employees be equipped with tools in order to perform their work, it shall supply and replace them when necessary. It is understood that such tools shall be the property of the Company.
- 10.06 Over the term of this agreement, union members on the health and safety committee may be absent for training for a total of fourteen (14) days, of which seven (7) shall be with no loss of pay.

ARTICLE 11 - LEAVE FOR BEREAVEMENT OR CHILDBIRTH

- 11.01 Any regular employee shall be entitled to a leave without loss of salary in the following events:
- (a) death of spouse or child: five (5) working days;
 - (b) death of mother, father, brother, sister, mother-in-law or father-in-law: three (3) days, provided they are working days;

(c) death of a grandparent, brother-in-law or sister-in-law: the day of the funeral.

11.02 In the event that it is necessary for the employee to be absent for a period exceeding the aforementioned period, he shall submit to the Company his reasons for the extended leave. The Company shall take such reasons into consideration based on the circumstances. Such extended leave shall be without pay.

11.03 The employee whose spouse or companion gives birth to a child shall be entitled to two (2) days paid leave, either at the time of birth or upon adoption of a child. Such leave may be taken in the fifteen (15) days following the birth or the adoption.

11.04 The Company shall grant one (1) day with pay to an employee who is getting married, to be taken either the day of the wedding or the day preceding it.

ARTICLE 12 - OPPORTUNITIES FOR PROMOTION

12.01 When a vacancy occurs or a new position governed by the certification is established, the Employer shall post a notice to this effect for five (5) working days. The job posting shall indicate, for reference purposes only, the location of the job at the time of posting. Interested employees must inform the management of their application for the vacancy or the new position by writing their name in the space provided for this purpose on the notice. Employees on vacation, sick leave or accident leave while the notice is posted may apply upon their return provided it is within fifteen (15) working days of said notice. When filling the vacant position, the Company shall take into account the applicants' seniority, skill, competence and ability to efficiently perform the requirements of the position to be filled. The chosen employee shall have a training period of up to seven (7) working days. Any time during such period, the employee may return to his former position and the company may return him if it appears that, even after training, he is unable to meet the normal requirements of the position.

12.02 However, the Employer may temporarily fill the vacant job either before or after the posting and shall have ten (10) working days from the end of the posting period to reclassify the chosen candidate, if any. Upon failure to do so, the employee in question may present a claim in the form of a grievance; such grievance shall take effect only after the expiry of the period granted.

12.03 When the Company decides to fill a regular position or to make a temporary promotion for a period exceeding one (1) month, it shall post a notice to that effect.

12.04 A copy of the promotions pursuant to article 12.01 shall be forwarded to the Union officers.

12.05 In the event of a vacancy or a new position pursuant to article 12.01, an employee wishing to transfer to such position may apply for such position. The provisions of article 12.01 shall then apply. Such right may not be exercised more than once in a twelve (12) month period. Consequently, during this twelve (12) month period, an employee can apply only for a position with an hourly rate higher than that earned at the time of the transfer.

12.06 A set-up mechanic I shall be considered for a promotion to classification 1A and from 1A to II upon having fulfilled the following requirements:

1. Having successfully completed the set-up mechanic course offered by the Cite des Jeunes, or the equivalent.

2. Having received a set-up mechanic certificate from said school or the equivalent.
3. Having received a promotion to classification 1A after working 12 months as a set-up mechanic I.
4. Having received a promotion to classification II after working 12 months as a set-up mechanic IA and having demonstrated, according to the results of the evaluation conducted by the Employer, the competence and ability required to efficiently operate all machinery used in his job. The results of the evaluation shall be shown to the employee and the Union.

The set-up mechanic who so desires may apply for reclassification at the end of each academic session or every three (3) months for classification II.

12.07 An employee shall be considered for a promotion to the position of a processing worker, Class III, upon having fulfilled the following requirements:

1. Having obtained a Secondary V certificate with credits in sciences, or the equivalent.
2. Having shown, according to the overall results of the evaluation conducted by the Employer, the competence and the ability required to efficiently operate all instruments used inside the Company. The results shall be shown to the employee and the Union.
3. For employees hired after April 7, 1997, a Collegial Diploma in Chemical Process Technology.

ARTICLE 13 - REST PERIODS

13.01 Two (2) rest periods of fifteen (15) minutes, including travelling to and from work stations, shall be provided each working day. Such rest periods shall be scheduled around the middle of each half of the day.

13.02 Every employee required to work two (2) hours of overtime on a given day shall be entitled to an additional rest period of fifteen (15) minutes. Such rest period shall be taken preferably before the start of overtime.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 For the purposes of this article, the word grievance shall mean any disagreement and/or any dispute arising out of the interpretation, the application or the alleged violation of this agreement or any of its clauses.

14.02 This Union's grievance committee shall consist of three (3) employees. The Union shall inform the Company in writing of the names of the employees appointed to sit on such committee and of any changes.

14.03 A sincere effort shall be made by the parties to promptly settle all grievances.

14.04 This agreement acknowledges three (3) types of grievances:

(A) Individual Grievance

When the grievance involves only one employee. Such grievance shall be signed by the employee in question.

(B) Collective Grievance

When two (2) or more employees (including all employees) have a grievance of the same nature and/or when the disagreement affects

two (2) or more employees. Such grievance may be signed by at least two (2) of the employees involved but a list of all the employees affected thereby must be annexed to the grievance and submitted together with the grievance within the time period and according to the procedure provided for in the collective agreement.

(C) Union Grievance

When a disagreement exists between the Union and the Company; such grievance shall be signed by a delegate or officer of the Union.

14.05

The following procedure shall be followed for settling grievances:

First Stage

Any employee who believes his rights under this agreement have been infringed upon, shall, within ten (10) working days immediately following the events that gave rise to the grievance or the Employer being informed of such events, submit the grievance in writing to his foreman or department supervisor in order for it to be settled rapidly. He may be accompanied by a delegate from his department or present his grievance alone.

Second Stage

If the foreman or department supervisor does not render a decision within the ten (10) working days that follow, or if the employee is not satisfied with his superior's decision, he may refer his grievance to the Union which may appeal in writing to the manager of the appropriate department within the ten (10) working days following receipt by the Employer of the grievance in writing from the Union.

Third Stage

If the manager does not render a decision within the ten (10) working days that follow, or if the employee is not satisfied with such decision, the Union may appeal in writing to the plant manager within the ten (10) working days that follow.

If no decision is reached in the five (5) working days that follow, or if the Union is not satisfied with the Employer's decision, the grievance may be submitted to arbitration, under the single arbitrator formula.

14.06

Each party shall propose its arbitrator within the twenty (20) days following expiry of the last step. In case of disagreement, at the request of either party, the Minister of Labour shall appoint an ex officio arbitrator.

14.07

The Company and the Union may from time to time by mutual, written agreement extend the deadlines stipulated in this article.

14.08

Under no circumstances shall the arbitrator have the authority to add, remove, modify or amend anything in this agreement.

14.09

In disciplinary matters, the arbitrator shall have the power to judge whether there is cause for discipline and may also uphold, overturn or modify the imposed penalty.

14.10

The arbitrator's decision shall in all cases be binding on both parties.

14.11

The arbitrator's fees and costs shall be borne equally by the Company and the Union and each party shall pay the cost of the witnesses it calls.

14.12

At each step of the procedure for settling grievances, as well as during arbitration, the parties may be assisted or represented by Union delegates and/or officers as well as by any duly authorized representative appointed either by legal counsel or other persons authorized by the Company or Local 1999.

- 14.13 No grievance or written submission under this article may be considered void or rejected for incorrect form, irregular writing or procedure provided it has been submitted within the deadlines stipulated in this article, unless otherwise agreed to between the parties, as set out in article 14.07 above.
- 14.14 Non-working days shall not be counted when deadlines provided in the preceding articles are calculated.
- 14.15 In cases where an employee who has completed his trial period believes to have been unjustly dismissed, his complaint shall be filed as a grievance and shall be submitted pursuant to the clauses of the article entitled "Grievance Procedure" of this agreement, beginning at the second stage.

ARTICLE 15 - SENIORITY

- 15.01 The word seniority means the employee's total and uninterrupted service with the Company. A regular employee is one who has completed his trial period as stipulated in article 15.02 (a).
- 15.02 (a) A new employee shall undergo a trial period of sixty (60) days with the Company on the condition that he holds a regular position opened as a result of the departure or promotion of a regular employee, the creation of a new position, or an increase in regular personnel.
- (b) A casual employee hired for work overload or any other temporary position is not considered a regular employee as defined in articles 15.01 or 15.02(a).
- (c) An employee described in 15.02(a) or (b) may be dismissed or discharged at the Company's discretion and shall have no recourse or right of grievance concerning such dismissal or discharge nor against any provision of this agreement which specifically excludes employees not on the seniority list.
- 15.03 The Company shall maintain the seniority list up to date by indicating the last date of hiring, for the purposes of seniority, of all employees to whom this agreement applies. A copy of such list shall be posted on the bulletin board and a copy shall be given to the Union upon the execution of this agreement and a revised list shall be given to the Union every six (6) months thereafter. Every month, the Union shall be given a list of the persons who were hired or dismissed during the preceding month.
- 15.04 (a) For the purposes of application, seniority shall be considered as general within the bargaining unit and shall prevail in all cases, namely, movement of personnel, layoffs, recalls, promotions, etc., provided the employee can fulfil the normal job requirements. However, if he bumps an employee with less seniority who is an assembly line operator, lift truck driver, he shall be entitled to a training period of ten (10) working days on the condition that he has the basic qualifications required for such position and that he meets the normal job requirements after said training period.
- If the employee fails to meet the job requirements after said training period, he may then bump the regular employee with least seniority in the bargaining unit only.
- (b) If, following closure of a department, the employees are transferred, they shall receive a training period of up to five (5) working days for the following positions:
- shipper and receiver
 - handler/packer and order picker
 - material sampler, raw materials

The Company may terminate such training if it appears that the employee will not be able to meet the normal job requirements within the said period of five (5) days.

If the employee does not meet the normal requirements of the position after such training, or if the training is discontinued, then, according to his seniority, he may bump the regular employee with the least seniority in the bargaining unit.

- 15.05 -A- The following procedure shall apply in all cases of layoffs caused by shortages of work. In the case of a layoff, the Company shall observe the following procedure: it shall lay off all casual employees, and then all employees on trial periods, except in the case of special technical competence (trade).
- 15.05 -B- Seniority rights shall be lost and continuous service shall be deemed interrupted and employment terminated for any of the following reasons:
- (a) when an employee quits his job;
 - (b) when an employee is dismissed and such dismissal is not reversed by the parties or by an arbitration board pursuant to the grievance procedure;
 - (c) when an employee is retired pursuant to the Company's retirement policy;
 - (d) when an employee is absent from work without prior permission for three (3) consecutive working days except for a reason accepted by the Company as being satisfactory;
 - (e) when an employee is absent from work for more than eighteen (18) months, for any reason other than those stated hereinabove in (a) through (d) inclusively.
- 15.06 When an employee is laid off, his accumulated seniority shall be lost when:
- (a) he is not recalled to work within eighteen (18) months of the date of layoff;
 - (b) he neglects to report for work within five (5) working days of being recalled by notice sent by the Company by registered mail to the last address appearing in the file of the Company's Personnel Office, which delay may be extended for a reason accepted by the Company as being satisfactory.
- 15.07 It shall be the duty of an employee who has been laid off to inform the Company's Personnel Office, in writing, of any change in his address.
- 15.08 The employees whose names appear on the seniority list shall be notified at least three (3) days in advance of a layoff, failing which they shall receive three (3) days' pay in lieu of the notice. A copy of such notice shall be sent to the Union.
- In the event of a total or partial closing of the Company, the employees laid off permanently shall be entitled to a severance pay equal to two (2) weeks per year of service.
- 15.09 If two (2) or more employees have the same date of seniority, the one with the earliest date of birth shall have the most seniority.
- 15.10 If an employee who is promoted or transferred to a position outside the bargaining unit is returned by the Company to the bargaining unit, or if the employee decides to return to the bargaining unit, he shall be returned with full seniority. If the period of said promotion and/or transfer surpasses six (6) months, the employee shall retain the seniority accumulated up to the time of his promotion or transfer.

- 15.11 Employees absent for reasons set out in this contract shall continue to accumulate seniority as if they had continued to work, within the limits specified in the collective agreement.
- 15.12 While filling union positions in Local 1999, Union official shall rank first on the seniority list, for layoff purposes only. This clause applies to regular employees only.
- 15.13 No opening resulting from annual vacation, illness or accident shall be considered a vacant position within the limits prescribed by this collective agreement.
- 15.14 An employee may ask for unpaid leave under the following conditions:
1. The request for leave must be forwarded in writing to the Human Resources Department thirty (30) days before the beginning of the leave.
 2. The reasons for requesting the leave must be deemed acceptable by the Employer.
 3. The duration of the leave shall be a minimum of one (1) continuous month and a maximum of one (1) continuous year. However, the duration of the leave may be less than one month in cases of professional training relevant to the employee's position and with proof of registration.
 4. The Employer reserves the right to limit the number of employees on leave at the same time.
 5. The employee's absence must not affect the Company's operations.
 6. The leave cannot be combined with a parental leave.
 7. Any paid activity is prohibited during such leave.
- The employee is subject to the clauses of this agreement during his absence on unpaid leave.
- Upon his return to work, the employee shall receive only the payments for vacation and sick days owed to him during his absence or that may arise following his return. They shall be calculated as follows:
- Vacation pay:
- Vacation pay due is calculated on a pro rata basis to the weeks worked in the year the leave was taken, according to the percentage set out in article 7;
- Sickdays:
- While on leave, the employee does not accumulate sick days as defined in article 19 of this collective agreement.
- An employee on leave without pay is not covered by group insurance unless he pays one hundred percent (100%) of his premiums.
- It is agreed that employees are limited to one period of unpaid leave during their service with the Employer.

ARTICLE 16 - WORK WEEK

- 16.01 The regular work week shall consist of forty (40) hours and the employees shall work five (5) days of eight (8) consecutive hours per week from Monday to Friday inclusively.
- For employees hired after December 1, 1998, the regular and normal work week shall consist of thirty-six hours and fifteen minutes (36 h 15 min) for the night shift and the employees shall work five (5) days of seven hours and fifteen minutes (7 h 15 min) consecutively per week from Sunday to Thursday inclusively.

ARTICLE 17 - OVERTIME AND SPECIAL PAY

- 17.01 (a) The Union acknowledges that the nature of the Company's operations and the requirements of its clientele often demand overtime work. Subject to work requirements, overtime shall generally be on a voluntary basis. In the event that an insufficient number of employees accept to work overtime on a given day on which overtime work is required, employees designated by the Company shall be required to perform overtime unless they have a valid reason deemed to be sufficient by the Company.
- (b) In the application of article 17.01, the Company shall observe the following steps in the allocation of overtime:
- (1) To regular employees who normally perform such work.
 - (2) To regular employees according to the plant's seniority list (on a rotation basis).
 - (3) To regular employees of the other plant entered on the list of available employees, which is circulated every six (6) months.
 - (4) To casual employees at work according to Schedule "B-1".
 - (5) Any new regular employee may enter his name on the list of the other plant as available to do overtime on the date on which he becomes permanent.
- 17.02 (a) Subject to work requirements, the Company shall attempt to distribute overtime as equitably as possible among the employees of the same shift which normally perform the required work;
- (b) For the purposes of clause 17.02 (a), all overtime offered and refused shall be considered as overtime worked;
- (c) A list of overtime by department shall be kept up to date by the Company and shall be available on request.
- 17.03 (a) All employees scheduled for overtime from Monday to Friday inclusively, after eight (8) consecutive hours of regular work, shall be paid time and a half. All employees scheduled for overtime from Monday to Friday inclusively, after twelve (12) consecutive hours of regular work, shall be paid double time.
- (b) All night shift employees hired after December 1, 1998, who are scheduled for overtime from Monday to Friday inclusively, after seven hours and fifteen minutes (7 h 15 min) of consecutive regular work, shall be paid time and a half. Employees scheduled for overtime from Sunday to Thursday inclusively, after eleven hours and fifteen minutes (11 h 15 min) of consecutive regular work, shall be paid double time.
- 17.04 (a) For work performed on Saturday, time and a half shall be paid for the first eight (8) hours and double time after eight (8) hours of work.
- (b) For work performed on Sunday or holidays, double time shall apply.
- 17.05 Except in cases of emergency, all overtime following regular working hours on a regular working day shall be preceded by twenty-four (24) hour notice to the employees.
- 17.06 After two (2) hours of overtime, a thirty (30) minute paid period shall be granted to employees in lieu of the rest period provided for in article 13.02, insofar as work is to be continued after the rest period. Employees working more than two (2) hours overtime following a regular work day shall receive a meal allowance of eight dollars

(\$8.00) for the three years of the collective agreement. Said allowance shall also be granted for overtime worked on a Saturday, Sunday or legal holidays.

17.07 When meetings called by the Company extend beyond normal working hours, the employees attending such meetings shall be subject to article 17.03.

- 17.08 a) Any employee who works authorized overtime at the end of his shift shall be paid for each fifteen (15) minute period, starting from the first minute. The same principle shall apply for late arrivals; the salary shall then be cut by fifteen (15) minute periods.
- b) Any employee who works authorized overtime in a building other than that in which he normally works, will be paid from the time he begins working at the overtime location. The employee will be paid according to the classification of the work requiring overtime.

For the purposes of article 17.08 b), the distribution centers at Marie-Curie and Côte-Vertu are considered separate and distinct establishments.

ARTICLE 18 - PAID HOLIDAYS

18.01 The following days shall be acknowledged as holidays paid on the basis of the normal day of work and at the normal wage rate:

New Year's Day	Thanksgiving Day
Day following New Year's	Day preceding Christmas Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Saint-Jean-Baptiste Day	Day preceding New Year's Day
Canada Day	Employee's birthday
Labour Day	

The day granted for the employee's birthday may be moved to a date agreed upon by the employee and his supervisor after advance notice of ten (10) working days, and taking into account the employee's seniority. The employee's preference shall not be refused without reasonable cause.

18.02 In addition to the above-mentioned holidays, the employees shall also be entitled, once a year, and with notice of at least five (5) working days, to a paid holiday of one (1) day for moving his principal residence.

18.03 If one of the paid holidays is not moved to another date by federal or provincial legislation, it may be moved to another date by agreement between the parties.

18.04 To benefit from any holiday, the employee shall be present the day immediately preceding and following the holiday, unless it is a justifiable absence where the onus of proof is on the employee, or unless he has previously obtained written permission from the Company for an approved reason as provided for by this agreement, or following a planned temporary shutdown of the plant during the Christmas and New Year's holidays. The employee shall not be entitled to be paid for holidays when on leave due to sickness or accident, or following a layoff, unless it occurs during the five (5) working days that serve as the waiting period for sickness or layoff.

ARTICLE 19 - SICK LEAVE

- 19.01 The employees are entitled to six (6) days of sick leave per year, accumulating at one-half day per month. Upon accumulation of six (6) days of sick leave by an employee, the days accumulated subsequently shall be paid to him at 100% at the end of each calendar year, at his request.
- 19.02 When the employee leaves the company, his accumulated days of sick leave shall be reimbursed at 100%.
- 19.03 The Employer shall provide every employee with a statement of the balance of his accumulated days of sick leave twice a year, that is, on or about May 1 and on or about November 1.
- 19.04 When a regular employee is the victim of an accident or illness covered by the Company's group insurance or by the Commission de la Santé et Sécurité du Travail du Québec, the Company, at the request of the employee, shall advance his disability payments to cover a period of up to four (4) weeks. It is understood that the employee shall sign a receipt to the effect that he will reimburse the Company for the full amount of the advance as soon as he receives his first payment.
- In the application of article 19.01, the Company undertakes to consider as reasons for absence "Other personal and justifiable reason which cannot be postponed". The onus of proof shall be on the employee.

ARTICLE 20 - WAGES AND CLASSIFICATIONS

- 20.01 The wage scale and hourly wage rate applicable to each salary classification as shown in Schedule "A" shall be applicable to employees and maintained for the entire term of this contract.

ARTICLE 21 - WORK CLOTHES

- 21.01 The Company shall supply the employees with sufficient and appropriate work clothes; such clothes shall be entirely paid for by the Company. Once a year, employees shall have the option of paying for the cleaning of their work clothes. In such cases, the Company shall pay them on a pro rata basis to the number of weeks worked a compensation of six dollars and fifty cents (\$6.50) per week payable in two instalments of one hundred sixty-nine dollars (\$169.00) twice a year on or about May 1 and on or about November 1 (said amounts shall be applicable for the three years of the collective agreement). The Company shall assume the cost of cleaning the work clothes in the case of employees who do not wish to avail themselves of this option. In all cases, it is agreed that the Company is responsible for any repairs required and that the employees shall treat the work clothes with care.

ARTICLE 22 - GROUP INSURANCE

- 22.01 The Company shall maintain in force for the term of the collective agreement existing insurance coverages including the dental plan, subject to the terms and conditions of various insurance policies and/or Company programs. Premiums shall be shared according to the following proportions: 75% shall be paid by the Company and 25% by the employee, approximately, and as in the past.
- 22.02 The Company shall consult the Union before making major changes in the insurance coverage.

ARTICLE 23 - LABOUR

- 23.01 The Company shall not impose an abnormal workload on the employees, and, at all times, the employees shall furnish a reasonable amount of work.

ARTICLE 24 - JURY DUTY

- 24.01 When a regular employee is called to serve as a juror, he shall receive the difference between jury pay and the wages he would have received had he been at his regular work.
- 14.02 When a regular employee is called to jury duty but is subsequently not chosen to serve, he shall suffer no loss of salary. However, the onus shall be on the employee to prove that his absence was caused by waiting to be chosen or eliminated.

ARTICLE 25 - DEFINITION OF THE PARTIES

- 25.01 For purposes of this agreement, any agreement, modification or amendment between the parties shall be signed by the Company and the Union - namely the President of Local 1999 or his authorized representative for the Union and the President of the Company or his duly authorized representative at the Company.

ARTICLE 26 - DISCIPLINARY MEASURES

- 26.01 No employee shall be reprimanded in writing, suspended or dismissed, unless he is accompanied by a Union delegate (department captain), or a member of the executive. In such cases, the Union shall appoint team delegates (captains) for each sector so that at least one delegate or member of the Union executive is on duty during normal working hours.
- 26.02 When the Company initiates disciplinary measures, it shall establish in writing all the reasons for which the employee must be disciplined and shall give a copy thereof to the employee in question, his Union representative and to the Union delegate. A written reprimand shall be deemed to include any verbal reprimand that may serve in the employee's file as an official reprimand.
- 26.03 All disciplinary measures entered in an employee's file shall be removed and erased after twelve (12) months of being entered.
- 26.04 Disciplinary measures shall be taken within ten (10) working days of the incident or of the awareness of the incident by the Company. Disciplinary measures shall be imposed not later than ten (10) working days after the Company's decision.

ARTICLE 27 - EMERGENCY WORK

- 27.01 Any employee called to perform emergency work following his regular working hours, after leaving the Company premises, shall be paid at time and a half the regular rate for all the hours worked or the equivalent of four (4) hours at the regular rate, whichever is greater.

ARTICLE 28 - PENSION PLAN

- 28.01 Once a year, the Company shall provide the Union with a report on the pension plan including the contributions of all the employees.

ARTICLE 29 - CORRESPONDENCE

- 29.01 All correspondence to be sent to the Union or the Company shall be considered to be actually delivered provided it is addressed as follows:
- Local 1999, Routiers, Brasseries, Liqueurs douces
& Ouvriers de diverses industries
9393 Edison, Suite 100
Anjou, Quebec
H1J 1T4
and/or

Cosmair Canada Inc.
4895 Hickmore
Ville St. Laurent, Quebec
H4T 1K5
c/o Human Resources

or

Cosmair Canada Inc.
2115 Crescent
Montreal, Quebec
H3G 2C1
c/o Human Resources

ARTICLE 30 - WRITTEN AGREEMENT

30.01 No special agreement between the Company and an employee concerning the remunerations and the working conditions described in this collective agreement shall be valid unless agreed to in writing by the Union.

ARTICLE 31 - GROUP LEADER

31.01 (a) A person designated by the Company to supervise his work section and the performance of the required tasks, while working in his classification. It is agreed that a group leader cannot supervise an employee in a classification higher than his own;
(b) A group leader shall not have the authority to hire, fire, discipline, demote or evaluate the employees.
(c) Group leader: premium of \$0.40 per hour above the highest classification he supervises.

ARTICLE 32 - PAY

32.01 Wages shall be paid by the Company before the closing of its offices every Thursday and the Employer shall hold back four (4) days' pay. When a holiday falls on a Friday, the Company shall make an effort to distribute the pay on Wednesday, with the exception of the employee's birthday.

32.02 All employees actually at work who are sent home by the Company because of a snowstorm or power failure shall be paid as if they had worked the regular hours of the day in question.
It is agreed that no employee shall be forced to work in conditions that do not conform to the minimum standards established by provincial regulation.

32.03 Union dues shall be shown on T-4 and TP-4 forms.

32.04 All employees shall be entitled to five (5) minutes at the end of the work day in order to change out of their uniforms.

ARTICLE 33 - MEDICAL EXAMINATION

33.01 All the employees of the processing department shall undergo an annual medical examination during working hours and without loss of salary. The physician, the hours, and the details of the visit shall be decided by the Company. At the employee's request, the results shall be forwarded to his family physician.

ARTICLE 34 - MATERNITY LEAVE

34.01 An employee who has completed her trial period shall be entitled to unpaid maternity leave, with accumulation of seniority, on the following conditions:

(a) She shall submit her request for leave at least four (4) weeks prior to the start of the leave;

(b) She shall produce a certificate issued by her attending physician attesting that she is pregnant and indicating the expected date of delivery;

(c) The maternity leave shall be granted for eighteen (18) weeks or more;

(d) The employee who wishes to return to work at the end of the leave shall be restated to the same functions she performed upon her departure. The employee has until the fifth (5th) working day after the end of the leave to present herself for work, which delay shall be extended to include the number of days elapsed between the expected and the actual date of delivery if later, and attested too by a medical certificate indicating the actual date of delivery;

(e) An employee who does not return to her previous position after giving birth as indicated in paragraph (d) shall lose her seniority at the Company, unless an acceptable reason or medical certificate is provided;

(f) The Company shall deliver an absence permission to the employee leaving on maternity leave on the day she leaves for her maternity leave.

ARTICLE 35 - TERM OF THE AGREEMENT

35.01 This collective agreement shall be in effect as of December 1, 1998 and expire on November 30, 2001.

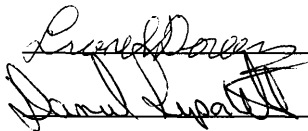
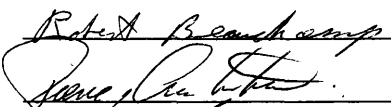
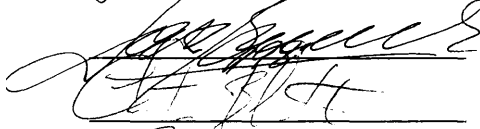
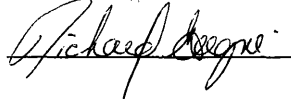
The Company and the Union agree that the working conditions contained in this collective agreement shall be maintained after the expiry date of the agreement and until the signing of a new collective agreement unless one or the other of the parties exercises its right to strike or lock-out.



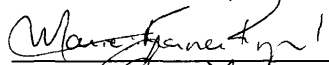
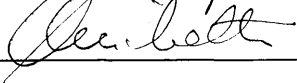
35.02 The letters of agreement form an integral part of the collective agreement.

IN WITNESS WHEREOF, the parties have signed this 7th day of December 1998.

UNION DES ROUTIERS, BRASSERIES,
LIQUEURS DOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999

COSMAIR CANADA INC.

SCHEDULE "A"

WAGES AND CLASSIFICATIONS

Classification	Position	Dec.1, 1998 to Nov.30, 1999	Dec.1 1999 to Nov. 30, 2000	Dec. 1, 2000 to Nov. 30, 2001
I	Set-up Mechanic Grade III	21.57	21.84	22.17
II	Electrician	21.17	21.44	21.77
III	Set-up Mechanic Grade II	20.42	20.69	21.02
	Maintenance Set-up Mechanic-Processing	20.42	20.69	21.02
IV	Building Mechanic	19.97	20.24	20.57
V	Set-up Mechanic Grade IA	19.97	20.24	20.57
VI	Set-up Mechanic Grade I	19.57	19.84	20.17
VII	Processing Worker Grade III	19.57	19.84	20.17
VIII	Lift Truck Driver/ Raw Materials, Inventory	18.77	19.04	19.37
IX	Material Sampler	18.77	19.04	19.37
X	General and Equipment Maintenance Worker	18.52	18.79	19.12
XI	Lift Truck Driver	18.27	18.54	18.87
	Shipper / Receiver - plan	18.27	18.54	18.87
XII	Assembly Line Operator B	18.12	18.39	18.72
XIII	Shipper / Receiver	17.82	18.09	18.42
XIV	Order Picker	17.42	17.69	18.02
XV	Handler / Packer	17.32	17.59	17.92
XVI	Processing/ Cleaner	17.32	17.59	17.92
XVII	Assembly Line Worker B	17.12	17.39	17.72
XVIII	Cleaner	17.02	17.29	17.62
XIX	Returns personnel	11.88	12.15	12.48

SCHEDULE "B"

CASUAL EMPLOYEES

- 1. DEFINITIONS**
 - 1.01 A work group whose purpose is to meet production requirement caused by extra work and to replace regular employees.
- 2. STATUS**
 - 2.01 The parties acknowledge that casual workers have a particular status, and that only certain provisions of the collective agreement apply to them.
- 3. PURPOSE**
 - 3.01 The Company may, at its sole discretion, retain the services of casual workers for a period determined by the Company.
 - 3.02 Casual workers may be assigned to duties in the bargaining unit and/or work shift, according to need as determined by the Company.
- 4. SENIORITY**
 - 4.01 Casual workers shall not be entitled to any seniority rights whatsoever.
- 5. WAGE RATE**
 - 5.01 The casual worker shall be paid at the hourly rate of eleven dollars and twenty-seven cents (\$11.27) for the first year, eleven dollars and fifty-four cents (\$11.54) for the second year and eleven dollars and eighty-seven cents (\$11.87) for the third year of this collective agreement. However, mechanics and processing workers III with casual status shall be paid according to the lower class of their classification provided for in Schedule A of this collective agreement.
- 6. BENEFITS**
 - 6.01 Casual workers shall be entitled only to the following benefits of the collective agreement:
 - a) In order to be entitled to a holiday non-provided in the Act respecting Labour Standards at the article 18.01 of the Collective Agreement, casual employees must have worked the thirty (30) working days preceding the holiday, and must not be absent from work without the Employer's permission or without a valid reason, and must also work the day following the holiday.
 - b) In articles 17.03, 17.04, 17.06 and 24.01.
- 7. NOTICE**
 - 7.01 Once a year, the Company, after consulting with the Union (such consultation shall begin in the first two (2) weeks of March), shall revise its manpower requirements. If the Company then decides to increase the number of regular employees, it shall offer a regular position to one or more casual employees, taking into account the skills, competence and ability required to efficiently perform the work.
- 8. WORK WEEK AND SCHEDULE**
 - 8.01 The regular and normal work week of casual employees working on the night shift shall be thirty-six hours and fifteen minutes (36 h 15 min), and the employees shall work five (5) days of seven hours and fifteen minutes (7 h 15 min) consecutively per week from Sunday to Thursday inclusively.

LETTER OF AGREEMENT

BETWEEN: COSMAIR CANADA INC.
4895 Hickmore
Ville St-Laurent, Quebec
H4T 1K5

AND: UNION DES ROUTIERS, BRASSERIES, LIQUEURS,
DOUCES & OUVRIERS DE DIVERSES INDUSTRIES,
LOCAL 1999
9393 Edison
Suite 100
Anjou, Quebec
H1J 1T4

The parties agree as follows, this agreement being part of the collective agreement between the two parties.

Work Clothes

The Company and the Union shall each appoint two representatives (one from the Hickmore plant and one from the Côte-Vertu plant) to form a committee to study all matters related to the provision and maintenance of work clothes. The committee shall make its recommendations to the two parties. If the Company decides to adopt the committee's recommendations, it shall inform the Union accordingly. The parties shall then meet to amend the collective agreement, if necessary.

Meeting Room

Each plant shall have its own meeting room. The Union committee shall also have access to a filing cabinet for its records. Meeting rooms shall be reserved in the usual manner and by the appropriate person. It is understood that users must obtain permission, as usual, from the foreman before leaving their departments.

The Company shall see to the arrangement of a lunch room at its Côte-Vertu plant to provide an alternative to the employees of this warehouse and to avoid the time lost going to the cafeteria. The room will be equipped at least with tables, chairs and a microwave oven.

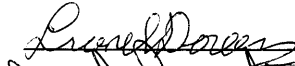
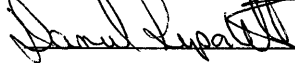
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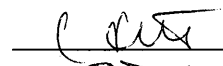
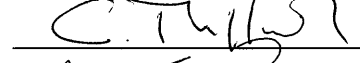
It is understood that the premiums provided under these articles will be paid for hours effectively worked during these shifts along with paid holidays and paid sick leave.


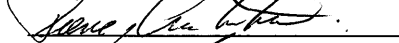
In witness whereof, the parties have signed this 7th day of December, 1998.


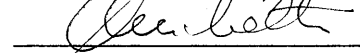
UNION DES ROUTIERS, BRASSERIES,
LIQUEURS DOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999

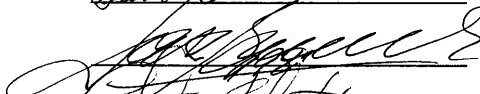


COSMAIR CANADA INC.

LETTER OF AGREEMENT

BETWEEN: COSMAIR CANADA INC.
4895 Hickmore
Ville St-Laurent, Quebec
H4T 1K5

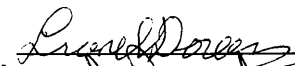
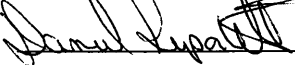
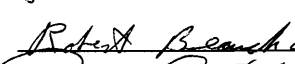
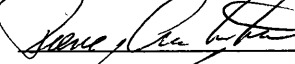
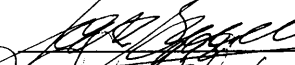


AND: UNION DES ROUTIERS, BRASSERIES, LIQUEURS
DOUCES & OUVRIERS DE DIVERSES INDUSTRIES,
LOCAL 1999
9393 Edison
Suite 100
Anjou, Quebec
H1J 1T4

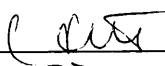
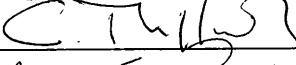
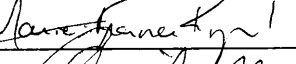

The Company undertakes to remit to the Union, by July 1, 1999, a copy of the insurance policy covering the social benefits provided for in the collective agreement.

In witness whereof, the parties have signed this 7th day of December, 1998.

UNION DES ROUTIERS, BRASSERIES,
LIQUEURS DOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999

COSMAIR CANADA INC.

LETTER OF AGREEMENT

BETWEEN: COSMAIR CANADA INC.
4895 Hickmore
Ville St-Laurent, Quebec
H4T 1K5

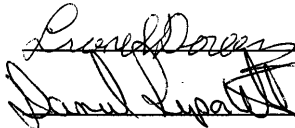
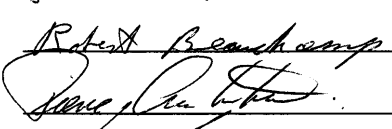
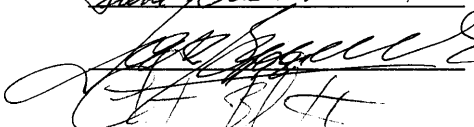
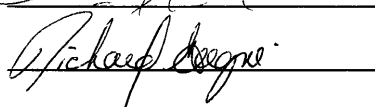
AND: UNION DES ROUTIERS, BRASSERIES, LIQUEURS
DOUCES & OUVRIERS DE DIVERSES INDUSTRIES,
LOCAL 1999
9393 Edison
Suite 100
Anjou, Quebec
H1J 1T4

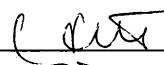
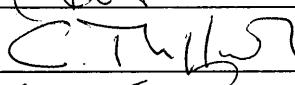
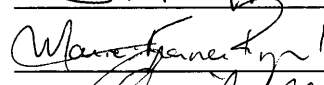
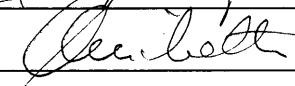
Not later than December 3, 1998, the Company shall pay, as a lump sum payment, an amount of two hundred and fifty dollars (\$250.00) to each permanent employee employed by the Company on such date.

In witness whereof, the parties have signed this 7th day of December, 1998.

UNION DES ROUTIERS, BRASSERIES,
LIQUEURSDOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999

COSMAIR CANADA INC.

LETTER OF AGREEMENT

BETWEEN: COSMAIR CANADA INC.
4895 Hickmore
Ville St-Laurent, Quebec
H4T 1K5

AND: UNION DES ROUTIERS, BRASSERIES, LIQUEURS
DOUCES & OUVRIERS DE DIVERSES INDUSTRIES,
LOCAL 1999
9393 Edison
Suite 100
Anjou, Quebec
H1J 1T4

The parties agree to meet within sixty (60) days following the signing of this collective agreement in order to agree on a policy of application or procedure with respect to replacement of employees for periods of thirty (30) days and less. Such discussions shall include a list of substitutes as well as the transfer period of thirty (30) days and less in which the seniority is not a factor.

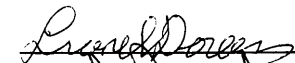
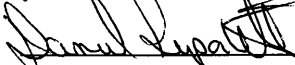
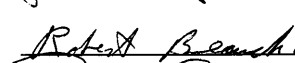
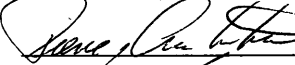
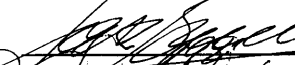



Returns personnel

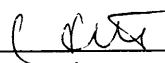







The parties agree on the relocation and movement of permanent employees at the returns department. To ensure stability of operations in the department at all times, the department shall comprise a minimum of fifty (50%) percent of returns personnel, calculated on the basis of the total number of permanent employees in the returns department. This agreement shall not have the effect of preventing employees from obtaining permanent positions within another classification.

In witness whereof, the parties have signed this 7th day of December, 1998.

UNION DES ROUTIERS, BRASSERIES,
LIQUEURS DOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999

COSMAIR CANADA INC.

LETTER OF AGREEMENT

BETWEEN: COSMAIR CANADA INC.
4895 Hickmore
Ville St-Laurent, Quebec
H4T 1K5

AND: UNION DES ROUTIERS, BRASSERIES, LIQUEURS
DOUCES & OUVRIERS DE DIVERSES INDUSTRIES,
LOCAL 1999
9393 Edison
Suite 100
Anjou, Quebec
H1J 1T4

The parties agree to recognize the activities temporarily carried out at the plant situated at 2500 Marie-Curie, Ville St-Laurent, Quebec, H4S 1N1 as a physical extension of the activities normally carried out at the plant situated at 3737 Côte-Vertu, Ville St-Laurent, Quebec, hereinafter designated as one of the plants covered and governed by the collective agreement in effect.

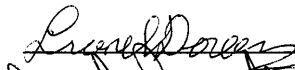
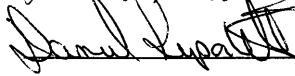
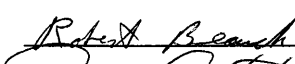
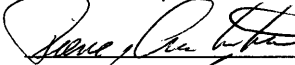




Notice


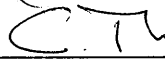
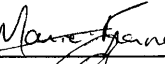

During the implementation of new processes and work methods, the Company shall inform the Union thereof as soon as possible.

In witness whereof, the parties have signed this 7th day of December, 1998.

UNION DES ROUTIERS, BRASSERIES,
LIQUEURS DOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999

COSMAIR CANADA INC.

LETTER OF AGREEMENT

BETWEEN: COSMAIR CANADA INC.
4895 Hickmore
Ville St-Laurent, Quebec
H4T 1K5

AND: UNION DES ROUTIERS, (Teamsters)
LOCAL 1999
9393 Edison
Suite 100
Anjou, Quebec
H1J 1T4

Following discussions, the parties agree to create a new job classification in the collective agreement in effect.

Until the expiry of this collective agreement on November 30, 1998, the company may, at any time, cancel its returns operations. It may even reassign this work to a subcontractor in addition to laying off the new permanent employees hired for the purposes of the new classification.

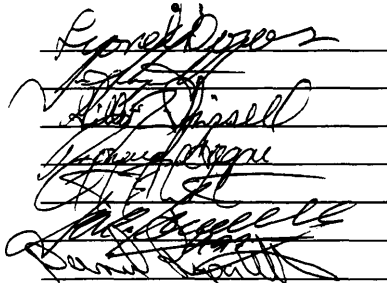
Thus, for the duration of this collective agreement and the following agreement, there will be no question of reviewing the wage rates of the new classification. However, we shall offer the percentage of annual wage increases provided for in the collective agreement.

XVII Returns personnel \$11.25/hour

At no time is this letter of agreement intended to remove a right granted by the collective agreement to an employee who is permanent as at the signing date of this agreement and the signing date of the next collective agreement.

In witness whereof, the parties have signed this 21st day of August 1997.

UNION DES ROUTIERS, BRASSERIES,
LIQUEURSDOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999



COSMAIR CANADA INC.

