


The Collective Agreement

December 1, 2001 to November 2004



L'ORÉAL
CANADA

COLLECTIVE AGREEMENT

BETWEEN: **L'ORÉAL CANADA INC.**
3500 Douglas B. Floreani
Ville St-Laurent (Quebec)
H4S 2B9

AND

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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TABLE OF CONTENTS

Article n°	Page
1. Purpose.....	3
2. Acknowledgment and jurisdiction	3
3. Management rights	3
4. No strikes or lock-outs	4
5. Union activities	4
6. Union security	5
7. Vacation.....	6
8. Transfers.....	8
9. Shift bonus	9
10. Safety, health and welfare.....	9
11. Leave for bereavement or childbirth.....	10
12. Opportunities for promotion.....	11
13. Rest periods	12
14. Grievance procedure.....	12
15. Seniority	14
16. Work week.....	16
17. Overtime and special pay	17
18. Paid holidays.....	18
19. Sick leave	18
20. Wages and classifications.....	19
21. Work clothes	19
22. Group insurance	19
23. Labour.....	19
24. Jury duty	19
25. Definition of the parties	20
26. Disciplinary measures.....	20
27. Emergency work	20
28. Pension plan	20
29. Correspondence	21
30. Written agreement.....	21
31. Group leader.....	21
32. Pay	21
33. Medical examination	21
34. Maternity leave	22
35. Term of the agreement	22
Schedule "A"	23
Schedule "B"	24
Schedule "C"	25
Letters of agreement	29

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 Douglas B. Floreani 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. One of the six (6) delegates referred to in Article 5.04a shall be designated as the senior officer by the Union committee. The Union shall inform the Employer of the name of the delegate who will act as senior officer. This delegate shall be granted leave in order to attend meetings convened by the Employer to discuss subjects concerning either or both of the facilities (the plant or the distribution centre). The Union shall also inform the Employer of any changes or substitutions thereto.

(c) Employees involved in grievance settlements 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 at least 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 at least 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 at least ten (10) years but less than eighteen (18) 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 eighteen (18) years or more of continuous service 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 March 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 February 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 February 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 shut-down 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 a) 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.
b) An employee who returns to work following an industrial illness or an occupational injury shall have any scheduled vacation time not taken because of this absence carried forward within the current year or reimbursed at the choice of the employee.
- 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 As a general rule, vacation time is to be taken in complete weeks from Monday to Friday. However:
1. Employees with four (4) or more weeks of vacation may split their final week of vacation as long as this meets with production requirements and the following conditions:
 - a) priority is given to scheduling and approving the complete weeks of vacation requested by all employees;
 - b) the request to split vacation time shall be made at the same time as the request for annual vacation;
 - c) the entire five (5) days of the split week shall be taken in two periods preceding and following the same weekend or the same vacation period.
 2. An employee may split into two periods one week of vacation to which he is entitled during the current year. These periods are to be taken either directly before or directly after the Christmas and New Year's Day holidays.
- 7.15 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 the month of February 2002 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, or an occupational illness acknowledged by the CSST and related to his work, 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-five cents (95¢) 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 fifteen cents (\$1.15) 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 CHILD BIRTH

- 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, to be taken between the day of death and the third day following the funeral.
- (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 affect.
- 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 IA 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 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:

- Motorized Pallet Truck Operator
- Shipper / Receiver
- Material Sampler
- Orders / Returns / Auxiliary Services personnel

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 procedures 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;

- Sick days

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.

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 a maximum of fifteen (15) regular employees of the other facility, as needed, whose names appear at the head of an availability list ordered by seniority which is prepared for this purpose and revised 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.
- 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 and twenty-five cents (\$8.25) 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.

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 four times annually on or about March 1, June 1, September 1 and December 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.

If the Company requires a medical statement or certificate from an employee receiving compensation from the CSST or insurance benefits, the Company shall cover the costs thereof up to a maximum of \$15.

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.

- 24.02 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. The Pension Committee shall include one unionized employee each from the plant and from the distribution centre. The Union shall decide which of these two (2) employees shall hold the right to vote at Pension Committee meetings.

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

L'ORÉAL CANADA INC.
4895 Hickmore
Ville St. Laurent, Quebec
H4T 1K5

or

L'ORÉAL CANADA INC.
3500, Douglas B. Floreani
Ville St-Laurent (Quebec)
H4S 2B9

c/o Human Resources

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 agreement takes effect on December 1, 2001 and terminates on November 30, 2004.
- 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 24th day of January 2002.

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

Ronald Jones
Daniel Ripatti
Philippe Gagnon
André Durand
Michel Desjardins
William
Helen Shirell

L'ORÉAL CANADA INC.

C. Bull
Zeppin
Dianna
[Signature]
Checlott
Marianne Heine

SCHEDULE "A"

WAGES AND CLASSIFICATIONS

Classification	Position	Dec. 1 2001 to Nov. 30 2002.	Dec. 1 2002 to Nov. 30 2003.	Dec. 1 2003 to Nov. 30 2004.
I	Set-up Mechanic Grade III	22.54	22.91	23.31
II	Electrician	22.14	22.51	22.91
III	Set-up Mechanic Grade II	21.39	21.76	22.16
	Maintenance Set-up Mechanic-Processing	21.39	21.76	22.16
IV	Building Mechanic	21.39	21.76	22.16
V	Sei-Up Mechanic Grade IA	20.94	21.31	21.71
VI	Sei-up Mechanic Grade I	20.54	20.91	21.31
VII	Processing Worker Grade III	20.54	20.91	21.31
VIII	Assembly Line operator A	20.39	20.76	21.16
IX	Material Sampler	19.74	20.11	20.51
X	Lift truck Driver	19.24	19.61	20.01
	Shipper / Receiver – plant	19.24	19.61	20.01
xi	Assembly Line Operator B	19.09	19.46	19.86
XII	Motorized Pallet Truck Operator	18.79	19.16	19.56
XIII	Orders / Returns /Auxiliary Services personnel	18.39	18.76	19.16
XIV	Processing Cleaner	18.29	18.66	19.06
XV	Assembly Line Worker B	18.09	18.46	18.86
XVI	Cleaner	17.99	18.36	18.76

SCHEDULE "B"

CASUAL EMPLOYEES

1. DEFINITION

1.01 Workers whose purpose is to meet production needs resulting from work increases or the need to replace regular employees.

2. STATUS

2.01 The parties acknowledge that casual employees have a special 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 employees for a period determined by the Company

3.02 Casual employees may be assigned to tasks carried out by members of the bargaining unit and/or to work shifts according to need as determined by the Company.

4. SENIORITY

4.01 Casual employees shall have no seniority of any kind.

5. WAGES

5.01 A casual employee shall receive an hourly wage of twelve dollars and twenty-four cents (\$12.24) the first year, twelve dollars and sixty-one cents (\$12.61) the second year, and thirteen dollars and one cent (\$13.01) the third year of this collective agreement. However, Mechanics and Processing Workers Grade III who have casual employee status shall receive a wage equal to that of one class below their classification according to Schedule "A" of this collective agreement.

6. BENEFITS

6.01 Casual employees are entitled to only the following benefits of the collective agreement:

a) To benefit from a statutory holiday not specified in article 18.01 of the Act respecting Labour Standards, casual employees must have worked the thirty (30) business days preceding the holiday and not have been absent from work without the Employer's authorization or without valid reason and must also work the day following the holiday:

b) The benefits of articles 17.03, 17.04, 17.06 and 24.01 are also applicable to casual employees.

7. NOTICE

7.01 Once a year, the Company shall review its staffing requirements following consultation with the Union (which consultation shall begin during the first two weeks of the month of March). If the Company wishes at that time to increase its number of regular employees, it shall offer a regular position to one or more casual employees, taking into consideration the qualifications, skills and abilities required to fulfill the job requirements effectively.

SCHEDULE "C"

WEEKEND SHIFT

In order to meet production needs and requirements, the Company may put into operation a weekend shift at the Hickmore facility, but only if the weekday shifts are also in operation. To do so, the Employer shall meet with the Union at least two (2) weeks beforehand in order to reach an agreement concerning the terms and conditions for implementing this shift. The two parties agree that the number of employees assigned to this shift shall not exceed 12% of the plant's total permanent labour force at the time the shift is put into operation. The provisions of the collective agreement shall apply to employees assigned to the weekend shift with the exception of modifications or adjustments contained in this schedule. The following terms and conditions apply:

1. Work schedule :

- a) Notwithstanding article 16 of the collective agreement, the parties agree to a different schedule for the weekend shift;
- b) The weekend work schedule consists of 24 hours of work over two (2) consecutive days, specifically twelve (12) hours Saturday and twelve (12) hours Sunday as follows

Saturday	6 a.m. to 6 p.m.
Sunday	6 a.m. to 6 p.m.

2. Wages :

- a) Employees assigned to the weekend shift (24 hours) shall be paid at the regular rate and shall receive a premium of 50% for the hours worked. They shall therefore receive the standard pay for thirty-six (36) hours of work. The hours paid are considered to be hours worked. These employees shall receive all the benefits and advantages specified in the collective agreement as if they had worked thirty-six (36) hours, so that in no case are they penalized with respect to employees assigned to the regular work week as stipulated in article 16 of the collective agreement;
- b) Should an employee not complete his weekend work schedule, his pay shall be calculated as follows: pay for the number of hours missed, multiplied by 1.5, is subtracted from the weekly pay for thirty-six (36) hours of work. 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 on the day concerned.

3. Rest and meal periods :

During the normal workday, both Saturday and Sunday, there is a paid meal period of thirty (30) minutes. In addition, employees assigned to work on weekends are entitled each day to two (2) rest periods of fifteen (15) minutes, including the time to go to and from the rest area. These rest periods shall be scheduled near the middle of each half-day.

4. Holidays :

a) Employees assigned to the weekend shift are entitled to the paid holidays specified in article 18 of the collective agreement. The following specific rules shall apply:

- i. If the employee does not work on the holiday, he receives the full pay specified in Paragraph 2 of this schedule for the day not worked as though he had worked.
- ii. If the employee works on the holiday, he receives the pay specified in Paragraph 2 of this schedule and, in addition, payment for the holiday equivalent to eight (8) hours at his regular basic hourly rate.
- iii. For the Christmas and New Year's Day holidays, employees shall receive one (1) week of holidays (two (2) shifts of twelve (12) hours), as well as eight (8) hours of pay.
- iv. Birthdays and moving days shall not be given as time off. Instead, the employee shall receive the equivalent of eight (8) hours of pay at his regular basic rate to be paid at a time in keeping with the principles of the collective agreement. Exceptionally, employees who must move on July 1 shall be paid as if they worked that day.

b) When a holiday falls outside the weekend work schedule, the employee shall receive, in addition to the weekly pay specified in Paragraph 2 of this schedule, payment for the holiday equivalent to eight (8) hours at his regular basic hourly rate.

5. Vacation :

In order to ensure that the weekend shift is put into operation rapidly and efficiently, no vacation time or unpaid leave shall be scheduled for three (3) weeks following start-up of the weekend shift.

If an employee's vacation has already been scheduled when he is assigned to the weekend shift, it is understood that the twenty-four (24) hours that he was to have worked correspond to one week of vacation.

6. Sick leave :

Absence because of illness (article 19) shall be compensated from the days accumulated up to a maximum of eighteen (18) hours per day.

7. Group insurance :

Employees assigned to work on the weekend shall not lose any benefits of the insurance plans specified in article 22 of the collective agreement. For the purposes of the pension plan, these employees shall be deemed to have worked thirty-six (36) hours at the regular rate.

8. Leave for bereavement or childbirth :

The leave specified in article 11 of the collective agreement shall apply as follows for employees assigned to the weekend shift:

- a) Death of spouse or child: two (2) working days;
- b) Death of mother, father, brother, sister, mother-in-law or father-in-law: one (1) day, provided that it is a working day;
- c) Death of a grandparent, brother-in-law or sister-in-law: the day of the funeral;
- d) An employee whose spouse or companion gives birth to or adopts a child shall be entitled to one (1) day paid leave, either at the time of the birth or upon the adoption of the child. Such leave may be taken in the fifteen (15) days following the birth or the adoption.
- e) 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.

9. Overtime :

- a) Overtime work, meaning work done outside the regular weekend workday, shall be paid time and a half on Saturday and double time on Sunday, with respect to the basic hourly rate;
- b) Overtime on the weekend shift is offered first to employees assigned to that shift;
- c) When overtime is required during the week, the overtime is offered first to employees assigned to weekday shifts. The weekend shift employee shall be paid time and a half for eight (8) hours for the first day of such overtime work and double time for eight (8) hours for a second day in the same week. The use of overtime to meet specific needs shall be in accordance with article 17.01 of the collective agreement.

10. Disciplinary suspension :

If the Company decides to suspend for one day an employee assigned to the weekend shift, this suspension shall correspond to one day's pay as specified in article 2 of this schedule.

11. Posting :

- a) In order to staff the weekend shift, the positions shall be posted in accordance with the provisions of the collective agreement. The posting shall mention the expected term of the assignment;
- b) When the term of the weekend shift is over, the employee must return to his regular position. The same is true for positions that have to be filled following the transfer of weekday employees to the weekend shift, always in accordance with the provisions of the collective agreement;
- c) An employee who obtains a weekend work position must remain on the weekend shift until the end of the period specified in the posting. However, this does not in any way limit the right of the employee assigned to the weekend shift to apply for another available position in accordance with the collective agreement;
- d) If the Company needs to increase the staff on the weekend shift, the new positions shall be posted.

12. Term :

- a) Implementation of the weekend shift shall be preceded by two (2) weeks notice in which the company shall specify the term of the shift. Any renewal shall also be preceded by two (2) weeks notice;
- b) Employees assigned to the weekend shift may then indicate their preference to remain on the weekend shift for a second term or to return to their regular position, in accordance with the collective agreement. This preference must be communicated to the Director of Human Resources two (2) weeks before the end of the specified period;
- c) In the event that one or more employees indicate their intention not to work on the weekend shift for the second term, the positions concerned shall be posted;
- d) In the event that there are not enough applicants, the Company may assign permanent employees to these positions, starting with those having the least seniority amongst the employees having sufficient qualifications, skills and ability to efficiently perform the job to be filled.

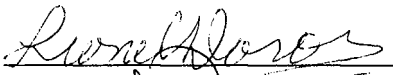
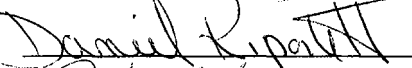
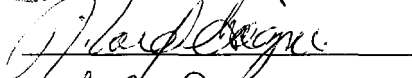
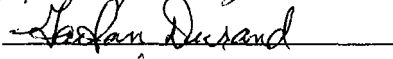
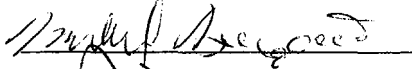
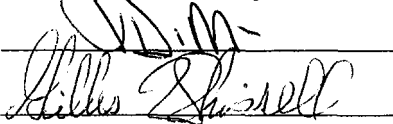
13. Notice of termination :

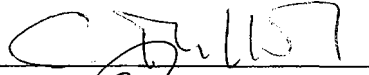
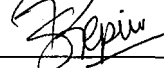
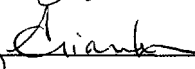


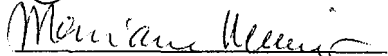
Notwithstanding the provisions in this schedule, it is agreed that the Company may terminate the operation of the weekend shift at any time upon fifteen (15) days notice to the Union.

In witness whereof the parties have signed, this 24th day of January, 2002.

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

L'ORÉAL CANADA INC.

LETTER OF AGREEMENT

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

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

The parties agree to the following, this agreement forming an integral part of the collective agreement between them.

Work clothes

The Company shall appoint two representatives and the Union shall appoint two representatives (one from the Hickmore facility and one from the Douglas B. Floreani facility) to form a committee with the mandate of studying the whole question of providing and servicing work clothes. The committee shall make recommendations to the parties. If the Company decides to adopt the committee's recommendations, it shall notify the Union to this effect. The parties shall then meet in order to amend the collective agreement, if necessary.

Meeting room

An appropriate meeting room shall be made available at each facility. The Union committee shall also have access to a file cabinet for its records. Those wishing to use these rooms shall follow the usual reservation procedure with the appropriate person. Naturally, employees must obtain the requisite permission from their foreman before leaving their department.

The Company shall furnish a rest area in the Douglas B. Floreani facility and also in the plant. The purpose of this is to offer employees of these facilities an alternative and to avoid wasting the time it takes to go to the cafeteria. The furnishings shall include tables, chairs and a microwave oven, among other things.

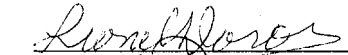
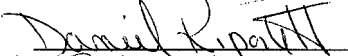

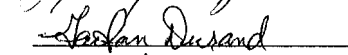
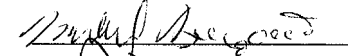


Articles 9.01 and 9.02


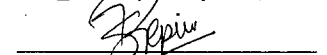
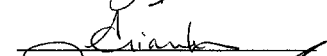


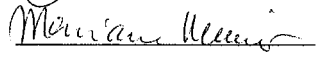
It is agreed that the premiums provided for in these articles shall be paid for hours actually worked on these shifts, as well as for paid holidays and paid sick leave.

In witness whereof the parties have signed, this 24th day of January, 2002.

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

L'ORÉAL CANADA INC.

LETTER OF AGREEMENT

BETWEEN: **L'ORÉAL CANADA INC.**
4895 Hickmore
Ville St-Laurent, Quebec
H4T 1K5

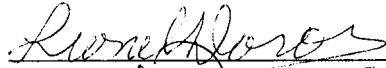
AND: **UNION DES ROUTIERS, BRASSERIES, LIQUEURS
DOUCES & OUVRIERS DE DIVERSES INDUSTRIES,
LOCAL 1999**
9393 rue Edison
Bureau 100
Anjou, Quebec
H1J 1T4


On January 31st, **2002** at the latest, the Company shall pay each permanent employee in its employ at that time a lump sum of three hundred dollars (\$300.00).

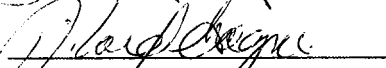
In witness whereof, the parties have signed this 24th day of January 2002

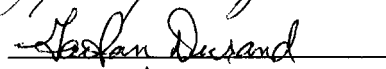
**UNION DES ROUTIERS, BRASSERIES,
LIQUEURS DOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999**

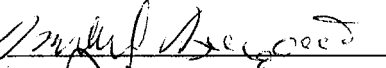
L'ORÉAL CANADA INC.







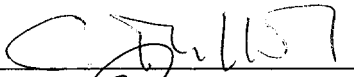





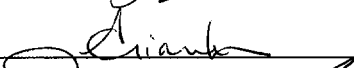


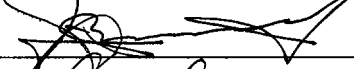


















LETTER OF AGREEMENT

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

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

The parties agree to meet within sixty (60) days following the signature of this collective agreement in order to decide on a policy for the procedure to follow when replacing employees for periods of thirty (30) days or less. On the agenda for these discussions shall be an item dealing with a list of substitutes, as well as an item concerning transfer periods of thirty (30) days or less where seniority is not a factor.

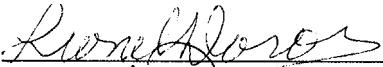
Notice

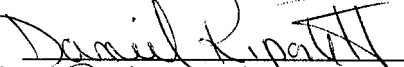
When implementing new procedures or work methods, the company shall inform the Union as soon as possible.


In witness whereof, the parties have signed this 24th day of January, 2002.

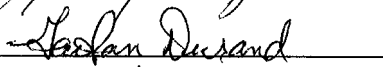
**UNION DES ROUTIERS, BRASSERIES,
LIQUEURS DOUCES & OUVRIERS DE
DIVERSES INDUSTRIES, LOCAL 1999**

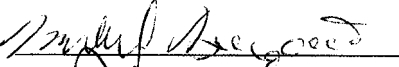
L'ORÉAL CANADA INC.







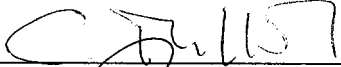





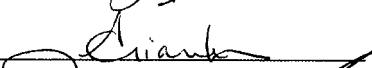





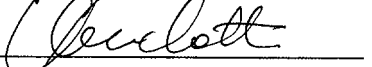















LETTER OF AGREEMENT

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

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

An employee holding a temporary position under the terms of article 12.03 may not apply for another temporary position in the same classification or for a temporary position with an hourly wage equal to or less than that of the temporary position held by him when he transferred into that facility.

In the event that there are several temporary positions of the same classification in a facility, the employee with the most seniority holding a temporary position under the terms of article 12.03 shall remain in that position until the last temporary position of that classification in the facility has been eliminated.

In witness whereof, the parties have signed this 24th day of January, 2002.

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

L'ORÉAL CANADA INC.

Ronald Dorcas
Daniel Ripatti
Philippe Gagnon
Sébastien Dussand
Yves G. Gagnon
William
Hilary Shirell

C. J. Hill
Epine
Dianna
[Signature]
Devlott
Marianne Meunier

LETTER OF AGREEMENT

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

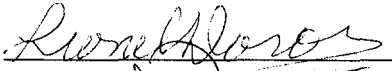
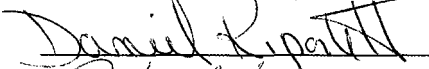
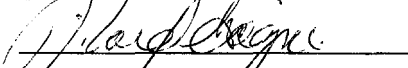
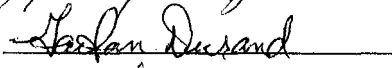

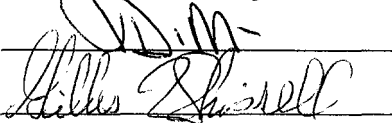
AND: UNION DES ROUTIERS, BRASSERIES, LIQUEURS
DOUCES & OUVRIERS DE DIVERSES INDUSTRIES,
LOCAL 1999
9393 rue Edison
Bureau 100
Anjou, Quebec
H1J 1T4

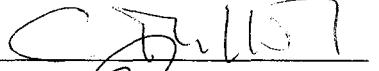

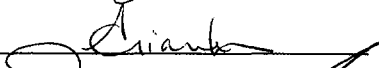

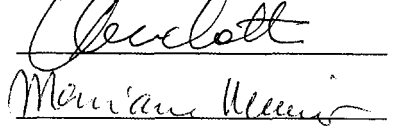
As discussed during recent meetings and notwithstanding article 12.07 of the collective agreement, the Employer and the Union agree on new requirements to be eligible for the position of Processing Worker Grade III. The qualifications to be eligible for the position of Processing Worker Grade III shall be a Collegial Diploma or the equivalent in Chemical Process Technology or in Pharmaceutical Production, as well as strong skills in production and quality.

In witness whereof, the parties have signed this 24th day of January, 2002.

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

L'ORÉAL CANADA INC.



AGREEMENT

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

AND: **DANIEL RIPORELLA**
UNION STEWARD
Teamsters Quebec
Local 1999
9393 Edison Street
Anjou, Quebec
H1J 1T4

As discussed during recent meetings between the Union and the Company, the parties have agreed on the creation of a new job classification, Assembly Line Operator A, in the plant. This classification is being added to the existing structure in order to respond to the changing needs of the Packaging Department.


The hourly rate has been fixed at \$19.42. To be eligible for the position of Assembly Line Operator A, a candidate must possess a Diploma of Vocational Studies (DVS) in a relevant field, including control of automated-assembly processes, operation of industrial machinery or electromechanical technology, or must have equivalent technical training. As well, the candidate must have strong production skills and demonstrate a quality-oriented approach. The parties agree that Set-up Mechanics already holding a permanent position at Cosmair may apply to take on the position of Assembly Line Operator A while maintaining their job title as well as the associated wage rate and job responsibilities.

The hourly wage for casual employees in the new Assembly Line Operator A classification shall be \$1.00 lower than the current rate in this classification.

The Company will study the possibility of offering a training program to enable employees in the Assembly Line Operator B classification to apply for Assembly Line Operator A positions on condition of satisfying assessment criteria established by the Company

In witness whereof the parties have signed, this 10th day of February, 1999.


Daniel Riportella


Laurent Verhaeghe

C.c: Carl Michetti
Ressources humaines
Hugo Lavoie

Lionel Dorais
Alain Thiffault

Daniel Roy
Emmanuel Homet