

SOURCE: Co.			
EFF.	91	04	01
TERM.	95	03	31
EMPLOYEES	155		
BETWEEN	S/N		

AGREEMENT
BETWEEN
CANADIAN HOME
PRODUCTS LTD.

Niagara Falls, Ontario



— and —
LOCAL NO. 767P
UNITED FOOD AND
COMMERICAL WORKERS
INTERNATIONAL UNION,
A.F.L., C.I.O., C.L.C.

April 1, 1991

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THIS AGREEMENT BETWEEN

CANADIAN HOME PRODUCTS LIMITED

Hereinafter called "The Company"

— and —

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
A.F.L., C.I.O., C.L.C. ON BEHALFOFITS
local 767P, hereinafter called "The Union"

ARTICLE 1 — RECOGNITION

1. The Company recognizes the Union as the exclusive bargaining representative for all its employees at its Niagara Falls Plant, save and except supervisors, persons above the rank of supervisor and persons employed for the purpose of plant protection.

ARTICLE 2 — PURPOSE OF THE AGREEMENT

1. It is the purpose of this Agreement to maintain and promote harmonious relationship between the Company and its employees, to set forth hours of work, rates of pay and other conditions of employment and to provide an amicable method of settling any difference or grievance which may arise relating to conditions of employment.
2. The Company and the Union agree that they will not discriminate either directly or indirectly nor will they permit any of their agents, members or representatives to discriminate, either directly or indirectly, against any employee by reason of race, creed, colour, ancestry, ethnic origin, citizenship, record of offenses, marital status, place of origin, age, sex or membership or activity in the Union.

**ARTICLE 3 — GENERAL AGREEMENT OF
PURPOSES AND OBJECTIVES OF CHPL
OPERATIONS**

1. Because we are engaged in the production of food products, the Company (Management) and the Union (Plant Wage Workers) are jointly responsible to make certain that we maintain the safety, quality and nutritional value of the products we sell. Consumers and Government today are demanding better control of quality, purity and nutrition of the nation's food manufacturers and rightly so. We must all take these demands seriously. Since you are not only a worker in a food plant, but also a consumer yourself, you should be more than willing to do your best to help produce a quality product if you want to demand that other manufacturers produce food to your liking. Therefore, with the signing of an Agreement between the Company and Union, you along with Management pledge to do your best to uphold the safety, quality and purity of the food you help produce.

ARTICLE 4 — UNION MEMBERSHIP

1. All employees covered by this Agreement shall become members of the Union on attaining seniority as provided by this Agreement.

ARTICLE 5 — CHECK-OFF

1. The Company agrees and is hereby authorized to deduct from the wages of each employee who is a member of the Union the amount of the monthly dues as established by the Local Union. Unions dues collected will be forwarded to the Financial Secretary of the Local by the 15th of the month where the dues were collected.

ARTICLE 6 — MANAGEMENT RIGHTS

1. The Union acknowledges that it is the exclusive function of the Company to:
 - (a) Maintain order, discipline, efficiency;
 - (b) Hire, classify, direct and layoff;
 - (c) Discharge, transfer, promote, demote, suspend, or otherwise discipline employees for just cause subject to the right of the employee concerned to lodge a grievance as herein provided;
 - (d) Make and alter from time to time rules and regulations to be observed by the employees provided they are not inconsistent with the provisions of this Agreement;
 - (e) Generally to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing to determine the products to be manufactured, methods of manufacture, schedules of production, kinds and location of machines and tools to be used, processes of manufacturing, the engineering and designing of its products, the control of materials and practice to be incorporated in the products produced and the extension, limitations, curtailment or cessation of operations.

2. It is understood that the cause for which the Company may summarily suspend employees (provided that the suspension will not preclude the Company from discharging the employee) include the following:
 - (a) Intoxication;
 - (b) Disorderly conduct;
 - (c) Insubordination;
 - (d) Unauthorized absenteeism;

- (e) Neglect of Duty;
 - (f) Carelessness endangering the safety of others;
 - (g) Theft or destruction of Company property.
3. The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 7 — GRIEVANCE COMMITTEE

1. The Union will select eight (8) Stewards and a Chief Steward for the Plant. When employee population goes up or down, the number of Stewards will be adjusted accordingly. The Company will be advised by the Union of the names of its Stewards and will recognize such representatives of the Union in processing grievances as hereinafter set forth.
2. The Grievance Committee shall consist of (1) President, (2) Chief Steward and (3) Steward within the area of grievance.
3. The Company will pay employee members of this committee for time spend during working hours in dealing with the Company grievance procedure.
4. It is understood that Stewards, including the Chief Steward, have their regular work to perform on behalf of the Company and will spend only such time during working hours as is necessary to service grievances as provided under the grievance procedure. If it is necessary to service a grievance as authorized by this Agreement, they will not leave their regular work without first obtaining permission of their supervisor.

ARTICLE 8 — GRIEVANCE STEPS

1. It is understood that employees have no grievance until they have given their Supervisor an opportunity to adjust their complaint which shall be presented by the employee(s) who shall be accompanied by their Steward to their Supervisor within three full working days after the circumstances giving rise to the complaint have originated or occurred. If an employee has an unsettled complaint, it may be taken up as a grievance within three full working days after receiving the Supervisor's decision in the following manner and sequence:

1st Step Between the employee, who shall be accompanied by their Steward, and their Supervisor. The grievance shall be presented in writing and the decision of the Supervisor shall be rendered in writing within two full working days following the presentation of the grievance.

Failing settlement then:

2nd Step The matter may be presented in writing within two working days to the Division Manager, at which time the written record of the grievance shall be submitted and the Division Manager's written decision given within not more than three working days following receipt of the written grievance at this step.

Failing settlement then:

3rd Step Within five full working days following the decision under Step 2: the grievance shall be submitted as part of the agenda for a meeting between the Plant Manager or his/her repre-

sentative and members of the plant Grievance Committee, not exceeding three (3) in number. An outside representative of the Union may be present at such meeting. The decision of the Plant Manager or his/her representative shall be given in writing within five full working days of the said meeting.

2. Failing settlement of any difference between the parties under Step No. 3 of the Grievance Procedure, arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference or question may be taken to arbitration as provided in the Arbitration Procedure as set forth in this Agreement. If no written request for arbitration is received within ten working days after the final decision under the Grievance Procedure is given, it shall be deemed to have been settled or abandoned.
3. Any difference arising directly between the Company and the Union may be submitted by either party at Step No. 3 of the Grievance Procedure and time limits provided thereby shall appropriately apply to both parties.
4. The aggrieved employee may be present during each step of the Grievance Procedure and at Arbitration. When a group of employees has a complaint or grievance it shall first be taken up under Step No. 2 and they may be represented by the appropriate Steward and not more than two employees.
5. Any adjustment arising under a settlement through the Grievance Procedure or under a decision of an Arbitration Board shall not be made retroactive prior to the date the matter is

first presented under the Grievance Procedure, except as to **improper classification or book-keeping error** involving an employee's earnings.

6. All decisions arrived at between representatives of the Company and the representatives of the Union shall be final and binding on the Company, the Union and the employee or employees concerned.
7. Failure of the Union or employees to comply with the time limits in Steps 1, 2, and 3, above, shall be considered an acceptance of the last answer given, thus disposing of the grievance. Failure of the Company to comply with the time limits provided in Steps 1, 2 and 3, above, shall be considered a refusal of the request involved in the grievance and immediate appeal to the next step in the procedure may be taken. When either party desires additional time within which to properly process a grievance, additional time within reasonable limits shall be granted by the other party upon written request.
8. In any case of a grievance involving discharge, the employee or employees concerned may present such a grievance in writing through the Steward to the Company. The said grievance shall be dealt with in a meeting as per Article 8, Step 3.

ARTICLE 9 — ARBITRATION

1. When either party requests that any matter be submitted to arbitration as herein before provided, it may be submitted in one or two ways:
 - (a) It shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an

Arbitrator. Within five days thereafter the other party shall nominate an Arbitrator provided, however, that if such party fails to nominate an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such an appointment upon the application thereto by the party invoking Arbitration Procedure. The two Arbitrators shall, within five days of the appointment of the latter of them, attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson within such period of five days, they shall then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairperson, provided that the Chairperson shall be selected from other than the Civil Service and shall be chosen having regard to their impartiality, their qualifications in interpreting collective bargaining agreements and their familiarity with industrial relations.

or

- (b) It shall make such request in writing addressed to the other party to this Agreement and to the Minister of Labour indicating their intent to refer the grievance to a single Arbitrator after the grievance procedure under this Agreement has been exhausted or thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever occurs first.
2. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

3. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
4. The Arbitration Board or single Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
5. The Proceedings of the Arbitration Board or single Arbitrator will be expedited by the parties thereto, and the decision of the majority, or failing that, the Chairperson of such Board or single Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
6. Each of the parties hereto will bear the expenses of the Arbitrator representing it, and the parties will jointly bear the expense of the Chairperson of the Arbitration Board or single Arbitrator.
7. This arbitration provision is intended to conform with the Ontario Labour Relations Act, as amended, Section 37.

ARTICLE 10 — NO STRIKE OR LOCK OUT PROVISION

1. The Union agrees to accept and abide by all the terms and conditions of this contract and during its term will not permit its members to engage in any walk-out, sit-down, slow-down or other interference with or interruption of work, and that it will not call, countenance or otherwise encourage any walk-out or strike. Any employee violating this provision shall be subject to disciplinary action. The Company agrees to accept and abide by all the terms and conditions of this contract and during the term will not lock out the employees.

ARTICLE 11 — WAGES

1. Wage rates covering the four year period beginning February 1, 1991 and ending March 31, 1995 will be in effect as follows:

Effective February 1, 1991 increase hourly straight time rates **four (4%)** percent for all classifications. This increase is to be adjusted to reflect the conversion of U.S. currency to Canadian currency as of February 1, 1991.

Effective April 1, 1992 increase hourly straight time rates three (3%) percent for all classifications. This increase is to be adjusted to reflect the conversion of U.S. currency to Canadian currency as of April 1, 1992.

Effective April 1, 1993 increase hourly straight time rates three (3%) percent for all classifications. This increase is to be adjusted to reflect the conversion of U.S. currency to Canadian currency as of April 1, 1993.

Effective April 1, 1994 increase hourly straight time rates three (3%) percent for all classifications. This increase is to be adjusted to reflect the conversion of U.S. currency to Canadian currency as of April 1, 1994.

2. The Company reserves the right to appoint Lead Hands.

Employees occupying a bid job will be required to relinquish their claim to their bid job prior to accepting a Lead Hand position on a permanent basis. Employees who are appointed by the Company to a Lead Hand position on a temporary basis as discussed with the Union or for the purpose of vacation replacement will not be required to relinquish their bid job.

Lead Hands will be paid eighteen cents (\$0.18) per hour above the highest rate in their department.

3. Jobs of lead personnel may be graded in accordance with the following procedure:
4. A lead person is one who:
 - (a) Instructs;
 - (b) sees that directions of the supervisor are executed;
 - (c) co-ordinates;
 - (d) checks work;
 - (e) reports necessary information, and
 - (f) performs necessary manual duties, in a department or major subdivision thereof.
5. Probationary Wage Rates will be one dollar (\$1.00) per hour less on each labour grade shown above.

ARTICLE 12 – SHIFT PREMIUMS

1. A shift premium of eighteen (18) cents per hour will be applied to all straight time regular hourly wage rates on the second (2nd) shift and twenty-six (26) cents per hour will be applied to all straight time regular hourly wage rates on the third (3rd) shift.

ARTICLE 13 – HOURS OF WORK

1. Hours of work shall be scheduled by the Company in accordance with its requirements.
2. The normal schedule of working hours shall be eight (8) hours per shift and forty (40) hours per week. However, this article is not intended as a guarantee of hours of work per day or per week, but only to provide a basis for calculating overtime.
3. The established work week shall begin at 12:01 a.m. Monday and end at 12 midnight on the following Sunday. Daily time cards will be dated

as of the date a shift starts and the full number of hours worked on a shift will be considered to have been worked in the work week in which the shift started.

4. The Company will place on the bulletin board a schedule covering the normal starting time for regular operating and preparation **jobs**. This schedule will be subject to change, but not within a normal work week. The Company also agrees to pay an employee one and one-half (1 1/2) times the employee's regular rate for any hours the employee may be required to work before the employee's regular scheduled starting time.
5. An employee shall be entitled to eight (**8**) hours rest between shifts except in cases of emergency. Emergency situations will be discussed with the Union.
6. The Company has every intention of keeping changes to the posted schedule to the very minimum to the extent that they can be controlled and will continue the practice of posting scheduled starting times for the following week by 2:00 p.m. on Thursday.

ARTICLE 14 — OVERTIME PROVISION

1. Time and one-half the straight time rates shall be paid for time worked on the sixth consecutive day and double time the straight time rates shall be paid for time worked on the seventh consecutive day provided the employee has worked the first forty (40) regular scheduled hours in the work week. Employees who take time off during their first five (**5**) consecutive working days because of illness will be paid in accordance with the above, provided their illness is established by a certificate from a licensed physician.

2. For the purpose of applying the above provision, **when an employee reports for work, but works** less than the full eight (8) hours, such time worked shall count as eight (8) hours worked provided the employee's failure to work the full eight (8) hours is due to: 1) industrial accident, 2) illness occurring while at work, 3) meetings with management as a representative of the Union and Union Business.
3. Time and one-half shall be paid for time worked in excess of eight (8) hours, paid at straight time, on any one shift, or in excess of forty (40) hours paid at straight time in any one week. There shall be no pyramiding of overtime.
4. The Company will make all reasonable attempts to equalize overtime in the Maintenance Department within the job classification on a yearly basis.

ARTICLE 15 — REPORTING PAY

1. If an employee reports for work on a regularly scheduled work day and has not been notified on the previous day not to do so, the employee shall receive at least four (4) hours work or four (4) hours pay. If there **is** no work available for such employees at their regular job, the Company has the right to offer them work which they can perform, at their regular rate of pay, and if they refuse such work, then they shall not be entitled to the four (4) hours pay. However, the Company **is** not obligated to grant minimum reporting pay as above provided where failure to furnish work is due to causes beyond the Company's control. (This provision does not, however, include assigned work, such as employees who make periodic stops at the Plant over the weekends.)

ARTICLE 16 — CALL-IN PAY

1. If after once going home an employee is called into the Plant by reason of an emergency, the employee shall be through when the emergency is over, but shall receive not less than four **(4)** hours pay at the employee's regular straight time hourly rate for such call-in.

ARTICLE 17 — HOLIDAYS

1. Employees other than probationary employees who work New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Day before Christmas, Christmas Day, Boxing Day, and a Personal Day when such holidays fall or are observed on Monday to Friday, inclusive, shall receive pay at the rate of time and one-half for all hours worked in addition to a holiday allowance of eight **(8)** hours at the employee's straight time regular hourly rate.
2. In accordance with the I.U.D. agreement the following provisions apply to the Personal Day: no more than 5% of the Plant Employees or no more than 5% of any one classification can take the Personal Day on any given day. The Personal Day is not to be tied to a holiday, vacation or sick leave. Employees must provide two weeks notice of the intention to take their Personal Day.
3. When any of the holidays listed fall on Sunday, it shall be observed the following Monday. When any of these holidays falls on Saturday, it shall be observed either on the following Monday or the preceding Friday. The day selected and observed shall become the holiday for all holiday pay purposes.
4. Employees other than probationary employees not required to work on such recognized holidays

shall receive a holiday allowance of eight (8) hours at their regular base rate, provided they work their full scheduled working day immediately preceding and their full scheduled working day immediately following such holiday unless absent for any of the following reasons:

- (a) Personal illness proven by a certificate from a licensed physician;
 - (b) Quarantined by order of a qualified health authority;
 - (c) Death in the immediate family;
 - (d) Compulsory court attendance as a witness or on jury duty;
 - (e) If absent during the last half of the employee's normally scheduled working day immediately preceding a holiday when written leave of absence therefore has been granted by the employee's supervisor;
 - (f) Excused absence granted by Management in writing for the day preceding or following the holiday.
5. In any week in which a paid statutory holiday as provided by this Agreement falls, provided such holiday falls or is observed on a Monday to Friday inclusive, the Company shall pay time and one-half for all hours worked in excess of eight (8) hours per day or thirty-two (32) hours per week.
6. Labour contract pay for employees in a contractual layoff status and for employees on a bona fide personal illness or occupational injury leave shall be for those contractual holidays occurring within a 30 calendar day period beginning with the start of the layoff or leave and for those contractual holidays within a 30 calendar day period prior to the employees

return to work. Holiday pay for an employee on bona fide sick leave or occupational injury leave, will be the difference between the daily sick pay benefits, or the daily occupational injury pay benefits and holiday pay. This agreement is not applicable to probationary employees.

ARTICLE 18 — ACCIDENT COVERAGE

1. In the event that an employee is sent home as the result of a compensable accident, the Company will pay the employee for the balance of the shift.

ARTICLE 19 — JURY DUTY

1. Employees who serve the time on jury duty or are subpoenaed to appear as a witness will be paid their full pay less jury or witness pay for absence so occasioned.

ARTICLE 20 — BEREAVEMENT PAY

1. Employees will be paid eight (8) hours per day at their regular base rate for each workday, (Monday through Friday), that falls within the immediate three (3) day period following death in the immediate family. (Immediate family is interpreted to mean husband, wife, children, step children, mother, father, sister, brother, mother-in-law, father-in-law, grandchildren of employee and step parents). However if the burial date should be scheduled the fourth day following death, the period will extend to the fourth day but in no case will an employee be paid for more than three (3) workdays nor will employees be paid for Saturday or Sunday under any circumstances.

Example 1: If death should occur on Wednesday evening and the burial date happens to be

scheduled for Saturday of that same week, the **employee in this case would be paid for** Thursday and Friday.

Example 2: If **death should occur Thursday** night and the burial date happened to be scheduled for Monday of the following week, the employee then would be paid for Friday and Monday.

2. Employees will be paid eight (8) hours (1 day) at their regular base rate (Monday through Friday) in the event of the death of the employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather or grandmother. Evidence of death shall be submitted to the Company within 20 days following the death.

ARTICLE 21 — REST PERIODS

1. The Company agrees to continue the practice of entitling employees to two (2) rest periods of fifteen (15) minutes from their work stations for every eight (8) hours, they will be given an additional fifteen (15) minute rest period each time two (2) hours of overtime work is exceeded.
2. The Company agrees to continue allowing employees a five (5) minute washup period before lunch and a five (5) minute washup period before the end of their shift in accordance with past practice.

ARTICLE 22 — DEFINITION OF SENIORITY

1. Seniority shall be defined as length of an employee's service and shall be applied as follows:
2. An employee shall have no seniority and shall be considered a probationary employee until the employee has accumulated a total of thirty-five (35) consecutive working days in the em-

ployment of the Company of forty-five (45) intermittent working days within a period of six (6) consecutive months. Time absent for compensation accidents shall not count towards the six (6) month time limitation.

3. When employees complete the probationary period, their seniority shall date from the date of their employment except in the case where an employee re-attains seniority after a loss of seniority, in which case the employee's seniority shall date from their most recent hiring date. When there is more than one employee hired on the same day, these employees shall draw lots for their position on the seniority list prior to their entering the Union.

ARTICLE 23 — SENIORITY LIST

1. The Company agrees to post a revised and separate Seniority List for the Plant and Laboratory employees in February, May, August and November of each year on the Union Bulletin Board and to forward a copy to the Union.

ARTICLE 24 — LOSS OF SENIORITY

1. The seniority of an employee shall be considered broken and there shall be no obligation to rehire, for any of the following reasons:
 - (a) If the employee voluntarily quits;
 - (b) If the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure herein;
 - (c) If an employee fails to respond to a call to work after a layoff within five (5) working days of being called; unless the employee contacts the Company within five (5)

working days of being called and secures permission to start at a **later date**. It shall be the responsibility of the employees to keep the Company advised in writing of their current address, and telephone number, if any; failure to do so can result in loss of seniority since the Company's obligation to call in employees shall cease when it has attempted to contact them at their last known address;

- (d) If the employee is absent from work without good reason, without securing a leave of absence;
- (e) If the employee accepts other employment while on a leave of absence, except by express permission of the Company;
- (f) If the employee has not been called for work within eighteen (18) months of the date of the employee's last layoff.

ARTICLE 25 — LAYOFFS AND RECALLS

1. In the case of layoffs and recalls the Company agrees to give preference according to seniority to employees provided they have the necessary qualifications to satisfactorily perform the work available. However, in the event an **emer enc** occurs, one shift or less, affecting _____ ment, Line or Group of employees they may be accomplished without regard to seniority. This clause will not be used for the purpose of filling-in jobs without regard to seniority.
2. In case a planned } layoff occurs for one day or more, the Company agrees to give preference to seniority provided they have the necessary qualifications to satisfactorily perform the work available.

3. The Company will give the Union three (3) working days notice of a proposed indefinite layoff and discuss such layoff with the Chief Steward. In the event of a dispute concerning the layoff, the Company may proceed with the layoff in the manner planned; and the employees affected shall have recourse to grievance procedure, the Company will also give the employees affected three (3) working days notice of an indefinite layoff.
4. The Company will calculate weekly, the number of employees required for the 1st, 2nd, and 3rd shifts. After allowing for absentees, the exact number of employees required will be assigned according to Seniority provided they have the necessary qualifications to satisfactorily perform the work available. **All** employees below the required number will be termed as Laid-off. Employees for Sanitation Clean-up will be assigned starting with the lowest Seniority person not included in the layoff.
5. Employees who do not have the necessary qualifications to satisfactorily perform the work available by virtue of having signed "off" heavy labour, sanitation clean-up or both, shall be laid off and the highest qualified employee from the layoff shall be reassigned to fill the vacancy. Employees who accept sanitation clean-up to avoid the layoff do not have the right to work on their bid jobs. Any employee coming off the layoff or sanitation clean-up to accept heavy labour will occupy their own bid job provided it is a heavy labour job.
6. In the case of layoffs or recalls in the Plant Unit, Plant Unit employees will displace probationary employees in the Laboratory Unit providing they have the necessary qualifications to perform the work available.

7. In the case of layoffs or recalls in the **Laboratory Unit, Laboratory employees will** displace probationary employees in the Plant Unit providing they have the necessary qualifications to perform the work available.

ARTICLE 26 — TRANSFER OF EMPLOYEES

1. In cases of promotions to positions paying a higher rate, demotions and permanent transfers, the Company agrees to give preference according to seniority, providing the employee given preference has the ability to perform the work required.
2. When an employee's bid-in job has been eliminated, the employee shall receive the rate of the eliminated bid-in job for five (5) workdays.

ARTICLE 27 — SHIFT TRANSFERS

1. It is recognized by the Union that it may be necessary at times for employees to be transferred to the second or third shift. Such transfers will not affect the employee's regular job status, and they may return to their regular job at the direction of the Company at the conclusion of such assignment.
2. Employees who are permanently transferred from one job to another shall receive the rate of pay for the job to which they are permanently transferred and this rate shall be the employee's regular rate.
3. Employees who are temporarily transferred for the convenience of the Company to do a job carrying a lower wage rate shall for the duration of such temporary transfer, continue to receive their regular rate of pay, regardless of the rate for the job to which they are so transferred.

4. Employees who are temporarily transferred for the convenience of the Company to a job carrying a higher wage rate shall, for the duration of such temporary transfer, receive the rate for the job to which they are so transferred, but the rate for the job from which they were transferred shall continue to be their regular rate.
5. Where employees are transferred at their own request or where employees accept a transfer to avoid a layoff, they shall receive the rate of pay for the job to which they are transferred and this rate shall be the employees regular rate. Employees who elect to take a lower rated job to avoid a layoff shall return to their own job at the end of the layoff.

ARTICLE 28 — POSTING OF JOBS

1. Vacant established jobs shall be posted for bid not later than ten (10) working days from the time the job becomes vacant, and prior to twelve noon on that day. Eligible employees wishing to claim any job posted for bid must complete a "Claim for Job" blank within three (3) full working days (excluding Saturdays, Sundays and paid holidays) and insert in Bid Box. The bids will be removed at 9:00 a.m. the morning following the third day. Job bids will be recognized only if the employee bidding is available and able to perform such work at the time the job is posted for bid. However, any employee who cannot work the job on the award day due to illness or parental leave shall have ninety (90) calendar days to claim the job. Awarded job bids will be posted within one (1) work day following the termination of the posting period. However, employees may not be assigned to such jobs until the effective date. When an employee is awarded a posted

job and proves he/she can satisfactorily perform **the job, the employee** will not be permitted to bid on a lower rated job for at least thirty (30) workdays except when such a bid is made in respect to a change in shift. If no one bids on a posted job, it will be filled by a junior employee.

2. Whenever a new job is created it normally will require some time for study before the job content is known. Both the Company and the Union shall note the proper date of the new job and mutually agree that the wage rate arrived at should be made retroactive to that date. (For retroactive pay purposes, it is understood that the new job rate will only apply to the hours that an employee has actually worked on the new job.) After the new job rate is established, the job will be posted on the Bulletin Board. Employees will be permitted to bid for the posted job, and the Company will notify the Union of the selected employee two (2) workdays before the job is to be started.
3. The Company agrees to give preference to employees according to seniority, provided ability and merit are comparatively equal, and provided always that the employees prove within a reasonable period of time (not more than ten (10) working days or up to a maximum of thirty (30) working days for the Maintenance Tradesmen) that they have the necessary qualifications to do the job. Nothing in this article shall be construed as to restrict the Company in temporarily filling any job vacancy on a weekly basis during the months of July and August; however, such employees shall be chosen according to seniority provided they have the ability to perform the job.

4. When an employee's Bid-In job is not working, the employee will be part of the Labour Pool. The Company will fill premium jobs with the employees with the most seniority from the Labour Pool providing they are able to demonstrate that they have the necessary qualifications to satisfactorily perform the work available. After the first fifteen (15) minutes of the regular/scheduled shift, employees who are assigned to premium jobs will no longer be considered part of the Labour Pool unless his/her Bid Job becomes vacant.
5. The Company will schedule employees without Bid Jobs for the first shift Labour Pool on a seniority basis, unless the employees notify the Company in advance that they prefer the second shift or third shift.
6. When employees request to be taken off their Bid Jobs for personal reasons they shall submit their request to the Chief Steward and their Division Manager, who will jointly review it. Should the request be granted, the job shall be posted immediately and the employee shall not be permitted to bid on the same job for three (3) months.
7. Status Cards must be given to the Union each time the employee's status is changed.
8. If a vacant job in the Plant is posted for bid, the Company agrees to give preference to Plant employees according to seniority provided ability and merit are comparatively equal and provided always that the employees prove, within a reasonable period of time, (not more than ten (10) working days) that they have the necessary qualifications to do the job.
9. If the job is not awarded to a Plant employee, the Company agrees to give preference to Laboratory employees according to seniority

provided ability and merit are comparatively equal and provided always that the employees prove within a reasonable period of time (not more than ten (10) working days) that they have the **necessary qualifications to do the job.**

10. Should the job be awarded to a Laboratory employee, his/her seniority for the purpose of layoffs and recalls shall begin on the date he/she is awarded the job.
11. If a vacant job in the Laboratory is posted for bid, the Company agrees to give preference to Laboratory employees according to seniority provided ability and merit are comparatively equal and provided always that the employees prove within a reasonable period of time (not more than ten (10) working days) that they have the necessary qualifications to do the job.
12. If the job is not awarded to a Laboratory employee, the Company agrees to give preference to Plant employees according to seniority provided ability and merit are comparatively equal and provided always that the employees prove within a reasonable period of time (not more than ten (10) working days) that they have the necessary qualifications to do the job.
13. Should the job be awarded to a Plant employee, his/her seniority for the purpose of layoffs and recalls shall begin on the date he/she is awarded the job.

ARTICLE 29 — PROMOTIONS

1. If employees are promoted to positions outside the bargaining unit and are subsequently transferred back to the bargaining unit they shall be credited with the seniority they had accumulated prior to the promotion.
2. If a Plant employee is transferred through the job posting procedure to the Laboratory Unit

and is subsequently transferred back to the Plant Unit, they shall be credited with the seniority they had accumulated prior to the transfer, but not the seniority they had accumulated during the transfer.

3. If a Laboratory Unit employee is transferred through the job posting procedure to the Plant Unit and is subsequently transferred back to the Laboratory Unit, they shall be credited with the seniority they had accumulated prior to the transfer, but not the seniority they had accumulated during the transfer.

ARTICLE 30 — LEAVE OF ABSENCE

1. Employees who are elected to office in the Union, necessitating a leave of absence from their jobs, shall be granted a leave of absence without pay, not to exceed a period of one (1) year. Such leave of absence, however, may be extended from year to year by the management. In no case is the total number of employees granted such leaves of absence to exceed one (1). An employee on this type of leave shall continue to accumulate seniority during their absence and upon giving the Company one week's notice in writing of their desire to return to work, shall be re-instated in the job held before their absence or its equivalent at the same rate of pay providing always that their seniority standing entitled them to one of the jobs available. Special meetings and conferences shall not require notice in writing, but it is understood that the Union will give as much notice as is reasonable.
2. The Company will authorize all reasonable requests for leaves of absence, but may at its discretion request medical evidence to support a claim for a leave of absence due to sickness or accident.

3. All applications for leaves of absence must be **made in writing, and in case will a leave of absence** be granted for an initial period of more than six (6) weeks, unless specific evidence, such **as** a doctor's certificate or other documents can be produced to support a claim for a longer initial period.
4. Such a claim must be approved by the Union before an initial period of more than six (6) weeks will be granted. When a leave of absence has been granted, a copy of the leave **of** absence application shall be supplied to the Union Secretary as well as to the applicant. Employees due vacation must use their vacation time towards any leaves of absence so granted.
5. An employee is entitled, on application to the Company to a period of parental leave of absence as governed by legislative provisions.
6. An employee must provide the Company with two (2) weeks' written notice of the day he/she intends to commence a parental leave of absence. An expectant employee would be required to furnish a certificate from a qualified medical practitioner attesting to the pregnancy and giving the estimated date of delivery or the date of birth. The leave of absence may commence during the period of eleven (11) weeks immediately preceding the estimated day of the delivery and shall not end prior to six (6) weeks following the actual day of delivery.
7. An employee may shorten the duration of the leave when she gives her employer one (1) week's notice of her intention to return and provides a medical certificate stating she is able to resume her work, or, with the consent of her employer.
8. An employee, who intends to return to her employer at the end of the leave of absence,

shall advise the employer and on her return, shall be re-instated to her position or alternative work of a comparable nature, at not less than her wages at the time the leave of absence began, and without loss of seniority or benefits accrued to the commencement of her leave of absence.

9. In the event of illness or injury, employees may be granted a medical leave of up to four (4) years, without interrupting their seniority. Such a leave shall be requested in six (6) month increments and will require satisfactory medical confirmation of the illness or injury. In order to claim credit for seniority covering leaves of this nature, the employee must present a written statement to the Company, signed by the attending physician, certifying to the period of such disability, prior to returning to work.

ARTICLE 31 — PLANT SHUTDOWN FOR VACATION AND MAINTENANCE PURPOSES

1. Occasionally, it is necessary to curtail production activities for a week or two throughout a year's operation in order to take vacations and perform necessary maintenance work. During such periods of a plant shutdown and when the Company needs employees to do work other than their regularly assigned job, a notice will be placed on the bulletin board requesting volunteers. If more employees sign than are needed to do the work, employees will be selected on a seniority basis. In the event there are not enough volunteers, the Company will then request the Union to help determine who will do the work, preferably on a seniority basis. Employees who are on vacation during these periods, will of course, not be expected

to work. In all cases, employees selected must **be capable of performing the required work.**

ARTICLE 32 – WEEKEND WORK

1. In the event of work on the weekend, employees whose bid-in job is operating, will be entitled to work. Employees who occupy bid-in jobs on a temporary basis will also be entitled to work. All other employees required, including bid-in jobs that are refused, will go according to seniority provided, however, that they can satisfactorily perform the work.

ARTICLE 33 – VACATIONS

1. Computations of vacation and vacation pay as effected by the Employment Standards Act of the Province of Ontario shall be made in accordance with the requirements of that Act.
2. Effective April 1, 1981 each employee after having been continuously in the employ of the Company for one (1) year as of June 30th shall be entitled to two (2) weeks vacation with pay. Employees who work less than fourteen hundred (1400) hours in the vacation year immediately preceding their vacation, their vacation pay shall be calculated at the rate of 4% of their earned income for the previous twelve (12) month period. Employees who have worked fourteen hundred (1400) hours or more shall be paid on the basis of eighty (80) hours at their straight time hourly rate plus \$25.00 for each vacation week or 4% of their earnings for the preceding vacation year, whichever is greater.
3. Effective April 1, 1991 vacation pay and bonus, when applicable, will be payable only when vacation time is taken. Vacation pay for vacation time that has been banked shall be

paid when the banked vacation time is taken in accordance with Article 33 Paragraph 11.

4. Effective April 1, **1981** each employee after having been continuously in the employ of the Company for five (5) years as of June 30th each year shall be entitled to three (3) weeks vacation with pay. Employees who work less than fourteen hundred (1400) hours in the vacation year immediately preceding their vacation, their vacation shall be calculated at the rate of 6% of their earned income for the previous twelve (12) month period. Employees who have worked fourteen hundred (1400) hours or more shall be paid on the basis of one hundred and twenty (120) hours at their straight time hourly rate plus \$30.00 for each vacation week or 6% of their earnings for the preceding vacation year, whichever is greater.
5. Effective April 1, **1981** each employee after having been continuously in the employ of the Company for twelve (12) years as of June 30th each year shall be entitled to four (4) weeks vacation with pay. Employees who work less than fourteen hundred (1400) hours in the vacation year immediately preceding their vacation, their vacation shall be calculated at the rate of 8% of their earned income for the previous twelve (12) month period. Employees who have worked fourteen hundred (1400) hours or more shall be paid on the basis of one hundred and sixty (160) hours at their straight time hourly rate plus \$45.00 for each vacation week or 8% of their earnings for the preceding vacation year, whichever is greater.
6. Effective January 1, **1983** each employee after having been continuously in the employ of the Company for twenty-one (21) years as of June 30th each year shall be entitled to five (5) weeks vacation with pay. Employees who work less

than fourteen hundred (1400) hours in the vacation year immediately preceding their vacation, their vacation shall be calculated at the rate of 10% of their earned income for the previous twelve (12) month period. Employees who have worked fourteen hundred (1400) hours or more shall be paid on the basis of two hundred (200) hours at their straight time hourly rate plus \$55.00 for each vacation week or 10% of their earnings for the preceding vacation year, whichever is greater.

7. Effective April 1, 1983 each employee after having been continuously in the employ of the Company for thirty (30) years as of June 30th each year shall be entitled to six (6) weeks vacation with pay. Employees who work less than fourteen hundred (1400) hours in the vacation year immediately preceding their vacation, their vacation shall be calculated at the rate of 12% of their earned income for the previous twelve (12) month period. Employees who have worked fourteen hundred (1400) hours or more shall be paid on the basis of two hundred and forty (240) hours at their straight time hourly rate plus \$65.00 for each vacation week or 12% of their earnings for the preceding vacation year, whichever is greater.
8. A tentative vacation list will be posted not later than April 1st each year. The Company will also indicate the weeks that are planned as shutdown weeks. Vacation Application Forms will be made available to all employees. As far as possible, vacations will be granted at times most desired by employees, but the final decision as to vacation periods rests exclusively with the Company. All vacations must be taken from the job not later than twelve (12) months after the conclusion of the working year. The working year for the purpose of this section is

considered as twelve (12) months ending as of June 30th each year. In order to do certain maintenance and repair work to equipment and building, the Company will schedule two one week shutdown periods. Employees may use shutdown periods as vacation time.

9. When an employee takes a vacation and a paid holiday falls within the time of such vacation, the employee shall be paid for that holiday an amount equal to eight (8) hours multiplied by his/her straight time hourly rate.
10. When practical, employees who have five (5) years or more of continuous service with the Company shall be eligible to bank (postpone) three (3) weeks paid vacation to combine with the following year's three (3) weeks vacation period for an extended vacation period of six (6) weeks. Vacation pay for the banked vacation weeks will be paid at the banked vacation week hourly rate. Employees who exercise the banking of vacation weeks will not be eligible for personal leaves of absence during the year in which the vacation weeks are banked or the year in which the banked vacation is taken.
11. Employees who select to bank three (3) vacation weeks shall complete the "Extended Vacation" Form on or before April 1st preceding the vacation year in which the banked vacation weeks will be taken. As far as possible, extended vacations shall be at the time requested by the employee. However, the ultimate decision of vacation period will be vested in the Company to ensure efficient operation of the Plant.
12. For vacation purposes, actual absences from scheduled work due to illness, injury (occupational/non-occupational), or pregnancy up to six hundred (600) hours per calendar

year, shall be counted as hours worked, provided that employees claiming credit file with the Company's Medical Department a written statement, signed by their attending Physician certifying to the period of such disability.

13. Employees with less than 1400 hours who are paid a percentage of their gross earnings in accordance with Article 33, Section 2 through Section 6 shall be credited with vacation time that more accurately reflects the amount of vacation pay received. The amount of vacation time will be calculated as follows; employees who have worked one (1) to four hundred (**400**) hours will receive no vacation time. Employees who have worked four hundred and one (401) hours to seven hundred (700) hours will receive one (1) week vacation time. Employees who have worked seven hundred and one (701) hours to one thousand (1000) hours will receive two (**2**) weeks vacation time. Employees who worked one thousand and one (1001) hours or more will receive vacation time in accordance with Section 2 through Section 6.
14. For calculation purposes only, computation of vacation entitlement shall include all hours paid for vacation in the vacation year immediately preceding the employee's vacation, as time worked.

ARTICLE 34 — SAFETY AND HEALTH

1. It is the desire of the Company and the Union to maintain high standards of safety in order to eliminate insofar as possible industrial accidents and illness. Accordingly, there is an established Safety Committee representing the various departments. The Union members of this Committee are to be selected by the Union.

2. It shall be the duty of this Committee to make, or cause *to* be made, regular inspections of the Plant and to report all conditions, which are or could be, hazardous to the employees.
3. The Safety Committee shall meet at regular intervals and make necessary recommendations regarding conditions, which in the Committee's opinion require correction, and the Company agrees to correct such hazardous conditions whenever necessary. The Company agrees that it will use due diligence to avoid hazardous conditions which might result in injury or illness to employees.
4. Employees who are engaged in burning, welding or soldering may have the lenses of their glasses repaired or replaced if they are unusable because of damage caused by the burning, welding or soldering operation.

ARTICLE 35 — BENEFITS

1. The Retirement Annuity Plan and the Group Insurance Plan (including the Ontario Health Insurance Plan, the Green Shield Drug Prescription Plan, the Dental Expense Reimbursement Plan and Blue Cross Medical Plan) will continue to be in effect pursuant to the terms of the current signed agreement between the parties.

ARTICLE 36 — WORK CLOTHING

1. The Company agrees to supply and maintain uniforms daily, head coverings and other articles of clothing and equipment as it deems necessary based on the needs and requirements of the business. They shall remain the property of the Company, will be laundered at no *cost* to the employees and shall be used with due care. Employees shall be held

accountable for the reasonable use of uniforms and other articles of clothing and equipment and shall turn in such items upon leaving the employment of the Company or pay for them.

2. Maintenance employees may purchase hand tools at cost through the Company's Purchasing Department. The Company agrees to replace Engineering and Maintenance employees' hand tools when broken. An inventory record (April 1, 1971) will be made and maintained there after of the tools of each maintenance employee for replacement purposes. This list will include all tools necessary for the job classification.
3. When a tool is broken, it will be presented to the Engineering Maintenance Supervisor for replacement. Replacement tool quality will be the same quality as tools turned in. Current designation and quality should be shown on tool list. If employees **do** not have the quality tool when requiring replacement, they shall be given the opportunity to pay the difference necessary to up-grade to the level being maintained.
4. Maintenance employees will turn guaranteed tool into Engineering Supervisor with the following information: employee's name, approximate date of purchase, place of purchase, and tool description. In case the broken tool is not under guarantee or will not be replaced by the manufacturer, the Company agrees to replace the hand tool.
5. During metric conversion, the Company will make a set of metric tools available to Maintenance employees through the stockroom when required to perform work on metric equipment. This is not intended to mean the Maintenance employees will not have to

purchase their personal tools as they have in the past.



ARTICLE 37 — BULLETINBOARDS

1. The Company agrees to supply a Bulletin Board for Union use. The Union agrees to post only notices that pertain to local Union issues only; however, any other notices, the Union will seek Company permission.

ARTICLE 38 — SALARIED SUPERVISORS

1. No production or maintenance work shall be performed by employees outside the Bargaining Unit except in cases of emergency, experimental work, instruction of employees or for relief work. This is not intended to replace Bargaining Unit employees. Salaried employees shall not replace employees during Scheduled Break and Lunch period.

ARTICLE 39 — MISCELLANEOUS

1. Use of the masculine gender in this Agreement shall be considered also to include the feminine.
2. The Company will offer a three-phase, four-year training program for Maintenance Mechanics. This program will consist of theoretical and practical courses of study approved by the Ministry of Labour.

ARTICLE 40 — TERMINATION AND RENEWAL

1. This agreement covers a period of forty-eight (48) months beginning April 1, 1991 and continuing through March 31, 1995, and shall ~~continue in force thereafter from year to year~~ unless either party shall have given sixty (60) days written notice to the other of its desire to terminate same. In the event of sixty (60) days notice of termination by either party, each

party shall submit to the other party, at least thirty (30) days prior to the termination date, a written statement showing changes desired by the expiring contract.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this Seventeenth day of December 1990.

FORTHECOMPANY:

Robert J. O'Connell

Carl L. Thomas

Daniel A. D'Amico

Stacey A. Albert

FOR THE UNION:

Julius Hoebink

Joe Caputo

Dominic Serra

Luigino Maruca

George Rookley

Dick Langerap

Job Grades

GRADE 1

1. General Production Worker

GRADE 2

1. Swirl Operator
2. Jiffy Pop Assembly Worker
3. General Labour
4. Canning Room Supplier
5. Canning Room
6. Busse Loader-Unloader
7. Popcorn Line Labourer

GRADE 3

1. Caretaker & General Utility
2. Caretaker & General Utility
 - Production Stockroom
3. Caser & Sealer Operator
4. Quality Control Inspectors
5. Shipping & Receiving Labourer

GRADE 4

1. Depalletizer Operator
2. Popcorn Line Supplier Attendant
3. Strapper Dragout
4. Quality Control- General Inspector
5. Spice Room Attendant
6. Full Can Supplier
7. General Relief and Utility
 - Light Labour
8. General Relief and Utility
 - Heavy Labour
9. Meat Grinder Helper
10. End of Caser Helper
11. Crunch'n Munch Supplier

Job Grades

GRADE5

1. Meatball Extruder Machine Operator
2. Ravioli Machine Helper
3. Meatball Mixer Operator
4. Clybourn Machine Operator
5. Retort Helper
6. Pasta Blancher
7. Machine Operator
8. Pump House Operator - Utility
9. Flour Machine Operator
10. Material Handler & Checker
- End of Case Sealer
11. Maintenance Inventory Control Clerk

GRADE6

1. Filling & Closing Machine Operator
2. Sanitation/Company Car Driver
3. Label Machine Operator
4. Cool Room/Bagger Operator
5. Specialized Relief and Utility
- Light Labour
6. Specialized Relief and Utility
- Heavy Labour
7. Painter

GRADE7

1. Cook -Sauces & Gravy
2. Ravioli Machine Operator
3. Puree Supplier
4. High Lift Operator
Material Handler & Checker - Shipping
5. High Lift Operator
Material Handler & Checker - Receiving
6. High Lift Operator- Line Supply

Job Grades

7. Ingredient Weigher
8. Warehouse Checker (Finished Goods)
9. Ravioli Dough Machine Operator
10. Seam Checker
11. Cook - Ravioli Stuffing
12. Meat Grinder
13. Sanitation Cleanup
14. Candy Maker
15. Frozen Weigher/Mixer Operator
16. Machine Operator - Frozen
17. Flour Mixer/Ingredient Weigher

GRADE 8

1. Head Cook
2. Retort Operator
3. Continuous Cooker Operator
4. Truck Driver - Shipping & Receiving
- Highway
5. Maintenance Mechanic "B"

GRADE 9

1. Maintenance Mechanic Trainee
- Phase 1

GRADE 10

1. Maintenance Mechanic Trainee
- Phase 2

GRADE 11

1. Maintenance Mechanic Trainee
- Phase 3

Job Grades

GRADE 12

- 1. Maintenance Mechanic**

GRADE 13

- 1. Operating Engineer (3)**
- 2. Electrician & Maintenance Mechanic**
- 3. Machinist & Maintenance Mechanic**

GRADE 14

- 1. Operating Engineer**

**LETTERS
OF
UNDERSTANDING**

April 1, 1991

Mr. J. Caputo
President
Local No. 767P
Niagara Falls, Ontario

Dear Mr. Caputo:

This letter confirms the mutual agreement and understanding reached during negotiations of the 1976 renewal agreement regarding Scheduled Starting Times.

The Company agrees to start the First Shift production lines between 7:00 a.m. and 8:00 a.m., the Second Shift production lines will start not later than 4:00 p.m. and the Third Shift sanitation clean-up not later than 10:00 p.m.

Supporting Personnel for the above mentioned production lines (1st and 2nd Shift) will be scheduled at reasonable times.

It is the Company's intent to continue the normally scheduled work week for Maintenance and Production including sanitation clean-up on a Monday to Friday basis according to past practice for the duration of this contract.

Sincerely,

CANADIAN HOME PRODUCTS LTD.

C. Thomas
Director of Operations

April 1, 1991

Mr. J. Caputo
President
Local No. 767P
Niagara Falls, Ontario

Dear **Mr. Caputo**:

This letter confirms the mutual agreement and understanding reached during negotiations of the **1976** renewal agreement regarding Company Rules and Regulations.

The Company will agree to delete the Article **17** "Company Rules and Regulations Provision" of the contract on condition that the Company will continue to retain the right to make rules and regulations and take disciplinary action for their violation under the Article **6** "Management Rights" provisions of the Agreement.

Sincerely,

CANADIAN **HOME** PRODUCTS LTD.

C. Thomas
Director of Operations