

COLLECTIVE AGREEMENT

BETWEEN

ASSOCIATED BRANDS INC

AND

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

LOCAL 114P

AFL-CIO, CLC

JUNE1, 2000 - MAY 31, 2003

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MEMORANDUM OF AGREEMENT dated this **1st** day of **June, 2000.**

BETWEEN

ASSOCIATED BRANDS INC.
(hereinafter called the "Company")

-and-

UNITED FOOD AND COMMERCIAL WORKERS
International Union, A.F.L. C.L.O. -C.L.C., LOCAL 114-5P
(hereinafter called the "Union")

The parties recognize that the welfare of the Company and that of its employees depends upon the welfare of the Company's business as a whole;

The parties recognize that a relationship of good will and mutual respect between employers and employees can contribute greatly to the maintenance and increase of that welfare;

The parties agree as follows:

ARTICLE 1 -PURPOSE

1.01

The purpose of this Agreement is to promote and maintain mutual understanding and co-operation between the Company and its employees, to ensure the peaceful settlement of disputes, to prevent stoppage of work, to eliminate interference with, and to foster and promote the efficient operation of the Company's business, and

to set forth an agreement covering all rates of pay, hours of work and other working conditions. Any reference made in this collective agreement to him or her etc. shall be acknowledged as gender neutral.

ARTICLE 2 -RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all its employees in the City of Toronto as it is currently constituted and excluding where the Company acquires other facilities, with existing ongoing operations, save and except supervisors, persons above the rank of supervisor, sales, office and clerical staff, laboratory staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period. If the Company transfers its operations outside the scope of this Agreement, it agrees to offer its current employees available jobs for which they are qualified.
- 2.02 The word "employees" when used in this Agreement refers only to employees within the aforesaid bargaining unit unless otherwise specifically stated, and it is understood and agreed that no other employees of the Company are covered by this Agreement .

ARTICLE 3 -MANAGEMENT RIGHTS

3.01 Except as limited by a provision of this Agreement, the Company shall continue to have the right to take action it deems appropriate in the management of its operations and the direction of the work force. All management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Company.

3.02 The rights, management functions and prerogatives referred to in Article 3.01 include, but are not limited to the following: the right to reprimand, suspend, discharge, or otherwise discipline employees for just cause, subject to Schedule "A" hereto; select and hire, direct, promote, retire at age sixty-five (65), demote, transfer, lay off and recall employees to work, determine starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of employees, control and regulate the use of machinery, equipment and other property of the Company; determine the products to be manufactured, the schedules of production, the assignment of work, the size and composition of the work force; make or change rules,

policy and practices not in conflict with the provisions of this Agreement; introduce new or improved research, development, production, maintenance, services and distribution methods, material, machinery and equipment; and otherwise generally manage the Company, direct the work force and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

- 3.03 The Company's failure to exercise any function thereby reserved to it or the exercise of any function or right of the Company in a particular way shall not be deemed a waiver of its rights to exercise such functions or rights, nor preclude it from exercising the same in some other manner not in conflict with the express provisions of this Agreement

ARTICLE 4.01 -DUES CHECK-OFF

All employees who are Union members as of the date of the signing of this Agreement and all new employees thereafter shall, as a condition of employment, remain or become Union members in good standing.

"Membership in good standing" means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee

and regular monthly Union dues. All other employees shall be free to join the Union and shall not be discriminated against or coerced by the Union or the Company as a result of their membership or non-membership or activity or lack of activity in the Union.

4.02 The Company will deduct double the regular monthly dues from the wages of all employees who have completed their probationary period of 60 working days. Such dues will be deducted from the employees' pay on the first payday of the calendar month from the date the employee is considered permanent.

4.03 Such dues will be remitted to the Financial Secretary of the Union by the 15th day of the month following the month for which the dues were deducted. The Union **will** advise the Company of the amount of regular monthly Union dues to be deducted.

- 4.04 The Company agrees that upon receipt of a written authorization in the form of a signed Union membership card, it will deduct from the wages **of** all new employees hired after the signing of this Agreement, the initiation fee due from him to the Union on the first payday of the following calendar month and shall remit the same to the Financial Secretary of the Union on or before the 15th day of the following month.
- 4.05 The Union will indemnify and save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided for in this Article.
- 4.06 In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

ARTICLE 5 -UNION REPRESENTATION

- 5.01 The Union shall notify the Company in writing of the names of its representatives as follows: officers, bargaining committee members and stewards. The Grievance Committee shall be composed of the

Local Plant Chairman, Chief Steward and the steward from the department where the grievance arises. The Company shall not recognize any such representatives of the Union until their status, as such, has been confirmed in writing as set forth above.

- 5.02** Union stewards shall be entitled to leave their work stations for such activities as are specifically provided for in this Agreement provided that they obtain the prior permission of their supervisors and indicate the grievance or destination concerned. Such permission from their supervisors shall not be unreasonably withheld. Such stewards shall report back to their supervisor at the time they return to their work station. Subject to the provisions contained herein, stewards and the Union Plant Chairman will be paid their base hourly rate for any time spent performing these duties, lost from their regular working hours.
- 5.03** The Company agrees to provide bulletin board space for the posting of Union notices and official papers. Notices will only be posted by officers of the Union and shall be submitted to and approved by the Plant Manager or his designate prior to posting. Subject to the

foregoing, all distribution of Union literature will be done off the Company's premises and not on Company time.

- 5.04 The Company will permit a full-time business representative of the Union to have access to the Company's premises in order to attend any meeting between the Company and the Union pertaining to this Collective Agreement, or to assist in a settlement of a grievance as provided for in Step #3 of the grievance procedure as set forth herein. Before coming to the Company's premises, the business representative shall obtain the permission to do so from the Company's Plant Manager, or his designate.
- 5.05 An employee will be entitled to have access to any documents in his personnel file which the Company intends to rely upon for disciplinary action, up **to** and including discharge, against him, and at his request, will be entitled to be provided with a copy of the same.
- 5.06 The Company agrees to advise new employees of the name of their Union steward in order that such employees may consult their steward regarding the terms of this Agreement.

5.07 The Company shall advise the Chief Steward or Chairperson of the following matters for employees within the bargaining unit on a current basis:

- a) Job postings, job awards, promotions, demotions and transfers
- b) Hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
- c) Job classifications; and
- d) Information relating to wages and fringe benefits including pension and welfare plans. Information on such plans will also be made available to all employees and a copy of such information will be supplied to the Union office on request. Any changes relating to such plans will be sent to the Union Office. The Company will provide the Chief steward or Chairperson with a copy of all matters in paragraphs a), b), c) and d) above.

5.08 The Company representative will meet the Union representative on one occasion every month to discuss any issues relating to the workplace. It is understood that this employee will be paid for one (1) hour at his/her regular rate if such a meeting takes place during

working hours. The company will respond within three days.

ARTICLE 6 -GRIEVANCE PROCEDURE

6.01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner and, if settled, shall be final and binding upon both parties and the employee concerned. Nothing in this procedure shall restrict the parties in discussing problems of mutual concern falling outside the scope of this Collective Agreement.

6.02 The term "grievance" as used in this Agreement shall mean a complaint by any employee against the Company alleging failure to comply **with** the provisions of this Agreement. Should differences arise between the Union and its members and the Company as to the interpretation, application, administration or alleged violation of this Agreement, including whether or not the difference is arbitrable, an earnest effort will be made to settle all matters promptly in the following manner:

STEP #1

It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible and it is understood that an employee shall not be considered to have a grievance until he has first given his immediate supervisor an opportunity to adjust his complaint within three (3) working days, failing settlement, then:

STEP #2

Within three (3) working days after the supervisor's reply, the Union, if desired, may submit a grievance which must be in writing, to the Plant Manager or his designate, who in turn will deliver his decision in writing within three (3) working days thereafter. Failing settlement, then:

STEP #3

Within three (3) working days following receipt of the Plant Manager's or his designate's written decision, the Union's grievance committee may request in writing that the Plant Manager or his designate arrange, within four (4) working days, for a meeting with the employee, the Union's grievance committee, and full-time Union representative, and the Plant Manager or his designate.

The party responding to the grievance shall reply in writing within four (4) working days of the meeting. The parties shall attempt to resolve the grievance and no discussions relating to the settlement at the meeting or during the grievance procedure may be used against the other party at any subsequent arbitration hearing. Failing settlement, the grievance may then be submitted to arbitration within four **(4)** working days following the reply.

- 6.03** To avoid the necessity of processing numerous grievances concerning the same subject or event, a Group Grievance may be filed at Step #2, provided that each employee alleging a violation of the Agreement signs the grievance and that it is filed within four (4) working days after the circumstances giving rise to the grievance have occurred.
- 6.04** The Union may submit a written policy grievance at Step #3 regarding a dispute arising directly between the Company and the Union with respect to the interpretation, application or alleged violation of this Agreement. Such a grievance must be filed within ten (10) working days after the circumstances giving rise to the grievance have occurred.

- 6.05 The Company may submit a written grievance to the Union at Step #3 of the grievance procedure within four **(4)** working days after the circumstances giving rise to the grievance have occurred.
- 6.06 If a grievance is not processed in accordance with the time limits set forth in this Article, it shall be considered to be abandoned. Should the party replying to a grievance fail to observe the time limits specified, the grievance shall be automatically advanced to the next step. The time limits set forth in this Article may be extended by mutual written agreement, provided that such extension for anyone grievance shall not be a precedent or waiver of the time limits for any subsequent grievances. No claim for compensation shall be retroactive for more than fifteen **(15)** days prior to the date of filing of the grievance, except in cases where a clerical error has been made by the Company in calculating rates of pay or payroll deductions.
- 6.07 An arbitration board shall not have any jurisdiction to extend these time limits and section **48 (16)**, of the Labour Relations Act 1995 shall not apply.
- 6.08 A grievance filed pursuant to this Article shall state nature of the grievance, the act or acts complained of and when they occurred, the identity of the employee who claims to be grieved, the section or

sections of this Agreement that the employee claims the Company has violated and the remedy he seeks. If such a grievance proceeds to arbitration, it shall be open to the parties to argue any and all relevant provisions of the Collective Agreement before the Board or single arbitrator.

- 6.09 Where the aggrieved employee is an off-shift employee, and the 3rd step meeting is held outside his regularly scheduled hours of work, the Company will pay the aggrieved employee at his/her applicable rate for time spent at that meeting with Management representatives. Where the aggrieved employee's Department Steward is also an off-shift employee, he/she will also be paid on the same basis.

ARTICLE 7 -DISCHARGE OR SUSPENSION

- 7.01 Any employee who believes that he has been discharged or suspended without just cause may submit a written grievance at Step #3 of the grievance procedure within five (5) working days of the discharge or suspension. An employee will have the right to see his Steward, Chief Steward or Chairperson before leaving the plant.

ARTICLE 8 -ARBITRATION PROCEDURE

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether or not a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or that an employee has been unjustly disciplined, either of the parties may, after exhausting any grievance procedures established by this agreement:

- a) Notify the other party in writing of its desire to submit the difference or allegation to arbitration; the notice shall contain the name of the first party's appointee to **an** arbitration board.
- b) The recipient of the notice shall within ten first (10) working days advise the other party of the name of its appointee to the arbitration board.
- c) The two appointees so selected shall, within twenty **(20)** working days of the appointment of the second of them or as agreed, appoint a third person who shall be the chairman.
- d) If the recipient of the notice fails to agree upon a chairperson within the time limits, then the Minister of Labour for the Province of Ontario may appoint a qualified person to be chairperson, upon the request of either party.

e) Notwithstanding the foregoing, the parties may agree to submit the difference or allegation to a single arbitrator mutually agreed upon between them.

8.02 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, nor to adjudicate any matter not specifically assigned to it by the written grievance as specified in it.

8.03 Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties shall jointly bear the expenses, if any, of the chairperson of the board of arbitration.

ARTICLE 9 -SENIORITY

9.01 An employee will be considered on probation and hold no seniority and, therefore, will be subject to termination or lay-off without notice at the sole discretion of the Company, until he has worked sixty (60) days in a job in the bargaining unit. Upon satisfactorily completing the probationary period, an employee will be placed on a seniority list and his seniority shall date from the date of hire.

9.02 Seniority shall consist of an employees continuous service with the company within the bargaining unit, since his last date of hire. Seniority shall only serve for such purposes as are expressly provided in this Agreement and for no other purpose. Where a probationary employee is terminated or laid-off without notice by the Company before that employee has completed sixty (**60**) days in a job in the bargaining unit, is subsequently rehired by the Company, then, if that employee completes sixty (**60**) days in a job within six months from the original hired date, that employee will be placed on the seniority list and the seniority under these circumstances shall date from sixty (**60**) days prior to completion.

9.03

- a) In cases of promotion or demotion, permanent transfer, lay-offs, and recalls, the Company shall be guided in its discretion by the following factors:
- (i) Requirements of the job
 - (ii) Skill, qualifications, ability and reliability (reliability applies only in cases of promotion, demotion or permanent transfer)
 - (iii) Seniority

- b) Only where two **(2)** or more employees are judged to be equal on the basis of the factors set out in Articles 9.03(a) (i) and (ii) shall seniority apply.

9.04

- (a) When it becomes necessary to reduce the work force and part-time employees will not be used and probationary employees shall be the first laid off and then by Article 9.03 (a).
- (b) The Company shall post a list of any employees to be laid off and provide the Chief Steward or Chairperson with a copy.
- (c) In the case of emergency the Company may lay off any employee for a temporary period not exceeding one (1) working day without regard to the seniority provisions of this Agreement provided that no individual employee shall be laid off by virtue of this section for any more than five **(5)** non-consecutive working days in any calendar year. If the emergency is one (1) hour before the shift and a layoff is required, the employee will be paid two **(2)** hours at their regular rate of pay. An employee who is laid off pursuant to this Article will continue to accumulate seniority for the first thirty (30) days of such layoff.

TEMPORARY ASSIGNMENTS

9.05 Temporary assignments of employees of up to thirty **(30)** working days may be made to cover needs such as vacancies due to periods of disability, vacations, emergencies, sudden increases or decreases in volume and similar absences or manpower needs without regard to the seniority provisions of this Agreement. Said employees will hold their regular wage rate unless the job they fill is of a higher rate, and in this case will get the higher rate of job they are performing. Where they are qualified to do so and where other regular employees are not required to replace them, senior employees shall be given the opportunity to fill temporary job openings as long as it does not interfere with the normal operation of the business.

JOB POSTING

9.06

(a) If it becomes necessary for **the** Company to fill a permanent vacancy or newly created classification, then notice of such vacancy shall be posted on the bulletin board for three **(3)** full working days providing **an** opportunity for employees to apply for the vacant position, in writing, to the Company. The notice **and**

application must be dated. Only the original and next vacancy shall be posted. Any subsequent vacancy resulting from the original posting shall be filled at the discretion of the Company in accordance with the requirements set forth in Article 9.03, but need not be posted. If no internal employee is deemed suitable, the Company has the option to hire from outside the bargaining group. The Company shall reply to the applicants within ten (10) working days or a reasonable time following the end of the posting period. The Company shall notify the union representative as to any delays of notification of employees. Temporary assignments for the period of the job posting referred to above, and until the successful candidate has commenced working in the position may be made by the Company without regard to the seniority provisions of this Agreement. Employees who are away from work may leave a list with the Company of positions for which they wish to be considered, should a posting occur while they are off work.

- (b) Where any internal employee successfully bids to fill a permanent vacancy or newly created classification, then the successful applicant for such position shall receive his current rate of pay or the start rate of the new position under Schedule "B", whichever is greater, until the earlier of:
- (i) The Company reserves the right to extend the probationary period beyond (60) working days.
 - (ii) Sixty (60) days have elapsed since the placement of the applicant in the permanent vacancy;

- (iii) At Management's discretion, provided that the employee establishes to the Company's satisfaction that the employee is capable of performing all job duties efficiently and without supervision.

- (c) No successful applicant shall be permitted to bid on a job vacancy under this Article more than once in any twelve (12) consecutive months unless
 - (i) The job for which the employee intends to bid on is on a different shift than the same job he/she permanently holds **OR**;
 - (ii) The position pays a higher wage rate **AND**
 - (iii) The training obtained for the current held position was less than **10** working days **AND**,
 - (iv) Where the Company did not outsource the training for the employee where a fee was paid to the trainer/instructor e.g. Forklift Training.

Any employee refusing to accept a position after bidding for the same shall **lose** his bidding rights for six (**6**) months thereafter.

- (d) Employees who are away from work for up to twelve (**12**) months for any reason, and return within the twelve (**12**) month period, shall be entitled to bump into their old classification and shift. In the event that an employee returns after twelve (**12**) months' absence, the employee shall be required to take whatever job shall be required to take whatever job classification and shift is available, subject to their ability to perform the work in question.

- (e) If an employee, whose has successfully bid into a posted position is unable to fully perform the position within the allotted time frame, he may return to his previous position.

9.07 An employee transferred to a position outside of the bargaining unit after the signing of this Agreement shall not, for a period of two (2) years following his transfer, lose his seniority status, but shall accumulate seniority for that period and will retain his total seniority in the event that he is transferred back into the bargaining unit within that period.

- 9.08 An employee will lose his seniority and be deemed to to have terminated his employment with the Company for any of the following reasons:
- (a) if he/she resigns;
 - (b) if he/she is discharged and such discharge is not reversed through the grievance procedure;
 - (c) if he/she has been laid off and fails to return to work within five (5) working days after he has been notified by the Company to do so by registered mail addressed to the last address on record with the Company.

In the event the recall is for five (5) days or less, the employee will have the right to refuse, based on their seniority.

- (d) If he/she overstays a leave of absence or vacation without cause acceptable to the Company;
- (e) if he/she absents himself from work without notifying the Company unless reason, satisfactory to the Company, is given for both the absence and the lack of notification;
- (f) if he/she is laid off for twelve (12) consecutive months;
- (g) if he/she is off work by reason of illness or injury, and in receipt of Workers' Compensation benefits or Weekly Indemnity payments for twenty-four (24) consecutive months

9.09

- (a) An employee must advise the Company as soon as is reasonably possible of the employee's inability to attend at work **as** scheduled and must keep the Company advised as to the reason for any absence from work, and make arrangements with

the Company for his return to work. The Company may request an employee to produce doctor's certificates while he is absent from work or prior to returning to **work**. If such a request is made by the Company with respect to an absence of 26 weeks or less, the Company is prepared to reimburse **an** employee up to \$20.00 for each doctor's certificate that the employee is requested to obtain upon being provided with a receipt. In addition, the Company may require an employee to produce doctor's certificates from a doctor of the Company's choosing at the Company's expense.

- (b) Notwithstanding the absenteeism and lateness call-in policy, employees must notify their immediate supervisor by the time prescribed to allow the following week's schedule to be produced. Failing the above the employee will be scheduled as soon as reasonably possible for the next possible shift.

9.10 It shall be the duty of employees **to** notify the Company of any change of their address. If an employee fails to do so, the Company shall not be responsible in the event that any Company notice fails to reach such employees.

- 9.11 Once each six (6) months the Company will furnish the Chief Steward or Chairperson with a duplicate up-to-date seniority list, showing employees' names, addresses and classifications and shall post the same on the plant bulletin board. An error in the seniority list may be subject to a grievance within two (2) weeks of the date the list is given to the Chief Steward or Chairperson. Notwithstanding other time limitations in the grievance arbitration provisions to the contrary. Notwithstanding the foregoing, an employee may not grieve such error if it appeared on a prior seniority list and was not grieved. If an employee is absent by reason of sickness, compensation, long term disability or leave of absence, **and** such employee has requested in writing that copies of the seniority list be forwarded, by way of ordinary mail to the employee's address as listed on the records of the Company, the Company will forward a copy of the posted seniority list to the employee.
- 9.12 An employee, whose job has been eliminated as a direct result of automation or work changes, will have the right to bump up to their seniority on a job that they can perform.

9.13 An employee whose job has been eliminated due to automation or work change, and who bumps into a lower- rated position will have his previous rate protected for a period of (60) days.

ARTICLE 10 -NO STRIKES OR LOCK-OUTS

10.01 The Union undertakes that during the life of this Agreement, there shall be no strikes, slowdown, work stoppage, unauthorized sick leave or other interruptions or restriction of the production, transportation or distribution of the Company's business of any kind, by any of the employees it represents; and no such interference shall be directly or indirectly authorized, instigated, condoned or tolerated by the Union. Should such interference occur during the life of this Agreement, the officers of the Union and the Union shall on notification by the Company immediately repudiate any such action whatsoever, by any group or number of employees, and shall declare that any picket line set up in the connection therewith is illegal and not binding members of the Union. Such repudiation declaration shall be communicated to the Company on **and** in writing by the Union within twenty-four **(24)** hours after notification by the Company.

10.02 The Union agrees that bargaining unit employees who serve in any official Union capacity a higher degree of responsibility than other members of the

bargaining unit, not only in adhering to the provisions of this Agreement, but also in their leadership role to prevent **any** violation of this Agreement and Article 10 specifically.

10.03 The Union further agrees that it will not involve any employee of the Company, or the Company itself, in any dispute which may arise between any other employer and the employees of such other employer or between the Union and any other employer or between the Company and any other Union.

10.04 The Company agrees that there will, during the currency of this Agreement, be no "lock-out" as defined in section 1(1) of The Labour Relations Act 1995, R.S.O. 1997, Chapter 4, s.83 1997, Chapter 31, s.151 ; Chapter 8, ss. 1-23, as amended.

ARTICLE 11 -MANAGEMENT EMPLOYEES CLAUSE

11.01 Management employees will not regularly perform work that normally falls within the scope of the duties of members of the bargaining unit. However, such restriction shall not apply in the case of emergency, or in such situations where maintenance of regular

production or training of bargaining unit employees requires such work.

ARTICLE 12 -WORKING RULES

12.01 The parties have agreed upon a set of working rules to minimize the likelihood of any employee becoming subject to disciplinary action. The list of minor and major rule violations are in Schedule "A" attached hereto as part of this Agreement, but are not all inclusive. Such rules will be posted on the Bulletin Board by the Company.

ARTICLE 13 -LEAVES OF ABSENCE

13.01 The Company, in its sole discretion, may in writing, grant a leave of absence without pay or benefits to any employee having two (2) years or more continuous service with the Company.

13.02 A request for a leave of absence must be submitted to the Plant Manager or his designate in writing, at least one (1) month prior to the proposed commencement of such leave and shall state the reason for the proposed leave, the last day to be at work and the day of return to work.

- 13.03 Any such leave of conjunction with absence will normally be taken in conjunction with an employee's vacation unless the Company otherwise agrees.
- 13.04 The Company will grant leave of absence of up to one (1) month in any given year, without pay or other benefits under this Collective Agreement to not more than two (2) employees at the same time to attend Union business with no loss of seniority.
- 13.05 During a leave of absence beyond thirty (30) days, or an extension thereof, an employee will maintain but not accumulate seniority. An employee will continue to accumulate seniority for the first thirty (30) days of a leave of absence.
- 13.06 An employee may maintain his benefit plan coverage for a leave of absence upon giving written notice to the Company and provided he pays to the Company the total cost of the benefit plan premiums for the period of such leave.
- 13.07 Pregnancy leave shall be granted to an employee according to the provisions of the Employment Standards Act of Ontario.

ARTICLE 14 -HOURS OF WORK, OVERTIME

- 14.01 This article only provides the basis for the calculation of time worked, overtime and shift premiums and shall not be construed as a guarantee of the hours of work in a day or a week or a guarantee of days of work or otherwise, nor as a guarantee of working schedules.
- 14.02 Overtime work shall be distributed as equally as practicable among employees who normally perform the work with respect to which the overtime is required.
- 14.03 The normal work schedule will be eight **(8)** hours and twenty **(20)** minutes per day, Monday to Friday. The work pattern and hours and days of work may **vary** to meet the operation needs of the Company. The Maintenance Department's normal work schedule will be eight **(8)** hours and twenty **(20)** minutes per day, commencing Sunday, Monday or Tuesday. For all regular straight time hours 'worked, between 12:01 a.m. Saturday and 11:59 p.m. Sunday, a premium of \$1.00 per hour for hours worked on Saturday and a premium of \$2.00 per hour for hours worked on Sunday will be paid over and above the straight time rate. This does not apply to overtime hours worked, casual or part-time employees. A twenty **(20)** minute unpaid lunch period and two **(2)** paid breaks

one of ten (10) minutes and one of twenty (20) minutes shall be provided during each shift. The paid break of twenty (20) minutes shall be foregone by employees in order that they may finish their shift twenty (20) minutes early.

14.04 To the extent practicable and consistent with efficient plant operation the times of shifts for all classifications with the exception of the blender classification shall be as follows:

Day Shift (Judson)	7:00a.m.- 3:00p.m
Day Shift (Homer Distribution Centre)	7:00 a.m.- 3:00p.m.
Afternoon (Judson)	3:00 p.m –11:00p.m
Afternoon (Horner Distribution Centre)	3:00 p.m.- 11:00 p.m.
Night Shift (Judson)	11:00p.m – 7:00a.m.

With respect to the blender classification, the times of shifts to the extent practicable and consistent with efficient plant operation shall be as follows:

Day Shift	5:30a.m. – 1:30 p.m.
	Or 6:00 a.m.- 2:00 p.m.
	Or 6:30 a.m.- 2:30 p.m.
	Or 7:00 a.m.- 3:00 p.m.
Afternoon Shift	3:00 p.m. – 11:00 p.m.

Individual starting times may be changed from day to day to meet customer demands and to ensure orderly production. The Company agrees to give advance notice of any change of shift or at least twenty-four (24) hours, except in an emergency where it is unable to do so.

14.05 For other than an employee's regular scheduled work, an overtime premium of time and one-half an employee's regular straight time hourly-base rate shall be paid for:

- (i) authorized time worked in excess of forty (40)
- (ii) authorized time worked on Saturdays unless the employee is regularly scheduled to work Saturdays (e.g. night shift starting on Friday and ending on Saturday morning);

An overtime premium of two times an employee's straight time hourly base rate shall be paid for:

- (i) authorized time worked on Sundays unless the employee is regularly scheduled to work on Sundays;

(ii) authorized time worked on paid holidays.

Should an employee be notified after he/she has left the plant property and after completion of his regular shift that he is required to return to the Company premises to perform further work, or if an employee is notified that he is required to report for work on a day in which he is not normally scheduled to work, such an employee will be guaranteed a minimum of four (4) hours pay at his applicable rate. There shall be no pyramiding of overtime or premium payments under this Agreement.

14.06 Overtime work will first be requested on a voluntary basis. In the event that a sufficient number **of** qualified volunteers is not available, then employees may be scheduled and required to perform overtime work and this Agreement shall be deemed to be in compliance with the Employment Standards **Act** of Ontario and made by the Union on behalf of each employee in the bargaining unit. In such a situation, qualified junior employees shall be required to perform overtime work first.

ARTICLE 15 -SHIFT PREMIUM

15.01 A premium of forty (40) cents per hour will be paid to all employees required to work on the afternoon shift and a premium of forty five (45) cents per hour will be paid to all employees required to work on the night shift by the Company.

The Shift Premium is outlined as follows:

Year 1 – no increase

Year 2 – Afternoon + .05c = .45c and Midnights + .05c = .50c

Year 3 - Afternoon + .05c = .50c and Midnights + .05c = .55c

Machine Operator increase is .20c above general rate increase.

ARTICLE 16 -CLOTHING AND SAFETY APPAREL

16.01 The Company agrees to continue its present practice with reference to the provision of clothing **and** safety apparel for its employees.

ARTICLE 17 -SAFETY SHOES ALLOWANCE

17.01 The Company agrees to pay up to seventy (\$70.00) dollars year towards the purchase of safety footwear or boots for employees. Prior to any such payment being made, the employee must produce the

safety shoes and the corresponding receipt to his or her immediate supervisor. The supervisor must sign the receipt before the Company will pay for the shoes.

ARTICLE 18 -OVERTIME MEAL ALLOWANCE

18.01 The Company agrees to provide employees with one twenty minute meal break, paid at the overtime rate and the sum of FIVE (\$5.00) **DOLLARS** after the first two (2) hours of authorized overtime worked. Employees must have first worked their full eight (8) hours regular or overtime shift.

ARTICLE 19 -INJURY SHIFT GUARANTEE

19.01 If an employee is injured while working in the plant in the course of his employment, the Company agrees to pay his normal straight time hourly base rate for the regularly scheduled hours he would have worked on the shift when the accident occurred

ARTICLE 20 -PAID HOLIDAYS

An employee who has completed his probationary period and who works the day before and the day after the holiday shall receive for each holiday eight (8) hours pay at the basic hourly rate for the following holidays:

New Years' Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Eve Day
Civic Holiday	New Years' Eve Day
Labour Day	

20.02 An employee who is scheduled to work the day before and after a holiday and is unable to do so for a reason satisfactory to the Plant Manager or his designate shall be paid for the holiday. However, no one shall be paid

for a holiday if they don't work at least 12 days of 20 scheduled working days immediately preceding holiday.

20.03 Employees who are assigned to work on any of the above-mentioned holidays shall receive two times their base hourly rate for all hours worked, in addition to holiday pay. However, if an employee who is assigned to work on such holiday fails to report for and perform such work without reason satisfactory to the Plant Manager or his/her designate, he shall receive no pay of any kind for such holiday, and may be subject to further discipline

20.04 Where any holiday falls on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday at the discretion of the Company. Canada Day will be observed on a Friday or a Monday, at discretion of the Company.

ARTICLE 21 -TOOL ALLOWANCE

21.01 The Company agrees to purchase and replace broken worn-out tools for each mechanic employed in bargaining unit up to the amount of ONE HUNDRED AND FIFTY DOLLARS (**\$150.00**) per annum. In order to qualify , for such payment, the broken or worn-out tool must

be shown to the Plant Manager or his/her designate who shall decide, in his sole discretion, if it qualifies for replacement. In the event that a mechanic's tools fall short of the specified requirements, the employee will be expected to promptly purchase the tools as required and set out in the tool list. At the request of Management, the employee must purchase the required tools **and** have these tools at work within ten (10) calendar days.

ARTICLE 22 - VACATION AND VACATION SCHEDULE

22.01 Subject to the eligibility requirements described in this Article, employees shall receive vacation time off and pay according to the following:

- 1) Employees having less than one (1) year's service as of June 30th in any given year, and employees who quit without notice or **who** are terminated by the Company, shall receive vacation pay as prescribed under the Employment Standards Act of Ontario.

- 2) Employees having one (1) year of continuous service as of June 30th in any given year, but less than five (**5**) years will receive two (**2**) weeks' vacation with pay at four (**4%**) percent of their previous year's earned income.

- 3) Employees having five (**5**) years' continuous service as of June 30th in any given year, but less than ten (10) years, will receive three (**3**) weeks' vacation with pay at six percent (**6%**) of their previous year's earned income.

- 4) Employees having ten (10) years' or more continuous service as of June 30th in any given year, will receive four (**4**) weeks' vacation with pay at eight (**8%**) of their previous year's earned income.

- 5) Employees having twenty years or more continuous service as of June 30th in any given year, will receive five (**5**) weeks' vacation with pay at ten percent (10%) **of** their previous year's earned income.

6) Employees who after July 1st and prior to the end of the Calendar year, reach the service required to entitle them to an additional week, will become eligible for such additional week on completion of the required years of service based on 2% of the previous year's income.

22.02 Should a paid holiday occur during a vacation period an extra day at their base rate will be added to vacation time or an extra eight (8) hours' pay at their basic hourly rate will be paid.

22.03 All vacations must be taken at a time satisfactory to the Company and will be arranged, where practical, in accordance with the express wishes of the employee. The Company will post a vacation schedule no later than March 1st in any given year so that employee preferences may be indicated. When the Company cannot allow the requested vacation time period for two (2) or the more employees, the operationally requirements of the business and relative seniority will determine the outcome.

ARTICLE 23 - FUNERAL LEAVE

23.01 Active employees who have completed their probationary period will be granted up to three (3) consecutive days off with pay at their normal base rate for the purpose of arranging for and/or attending the funeral of their father, mother, mother-in-law, sister, brother, spouse, son, daughter, grandchildren, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother providing the employee is not receiving pay for such days under the provision of this Collective Agreement and that the funeral is attended. If an employee is unable to attend the funeral due to time and distance difficulties, one day's leave of absence with pay will be granted.

ARTICLE 24 - JURY DUTY AND SUBPOENAED WITNESS

24.01 Active employees who have completed their probationary period and who are required by law to serve as a juror or subpoenaed as a Crown witness shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service, to a limit of their regularly scheduled **shift** per day and regularly scheduled hours of work per week, provided the employee is

not receiving pay for such days under any other provision of this Collective Agreement. If the time required for such service on any one (1) day is four (4) hours or less, the employee will be required to report for work as soon as possible on that day.

24.02 The Company may require proof of such service and amount paid prior to any payment under this Article.

ARTICLE 25 - BENEFITS

25.01 The Company agrees to continue its current practice with reference to the provision of the following benefits, subject to the improvements listed below. Any improvements to the listed benefits made by the Company during the life of the Agreement for employees not covered by the Agreement, will also be applied to employees covered by the Agreement:

- (1) welfare plan/sick pay policy;
- (2) **group** life insurance;
- (3) accidental death/dismemberment;
- (4) extended health care;
- (5) pension plan;
- (6) long term disability insurance;
- (7) vision;
- (8) dental

SICK PAY POLICY

To be eligible for sick pay benefits an employee must have six months of service. The benefit level is the same regardless of seniority.

Sick pay coverage commences on either the 1st day of accident (in-patient hospitalization) or 1st day hospitalization (in-patient) or 4th day of illness. In the certain circumstances, the Company has the right to send an employee to a Doctor of their choosing in order to **pay** sick pay benefits (e.g. excessive absenteeism).

The first two (**2**) weeks of sickness is covered by 70% of employees gross earnings. Then the next fifteen (**15**) weeks Employment Insurance. (There will be **an** additional nine (**9**) weeks of sick pay at 70% if necessary). After twenty-six (**26**) weeks an employee applies for Long Term Disability Benefits.

In certain circumstances, to be eligible for sick pay benefits an employee must sign **a** medical release form.

The Company is prepared to advance Employment Insurance benefits against outstanding vacation pay provided the employee signs the appropriate authorization to re-pay the money necessary.

The Company agrees to provide the Union with a list of employees off work for sickness, workers compensation or leave of absence on a bi-weekly basis.

Company will provide a Financial Statement to each employee covered under the Pension Plan at the end of each calendar year. Employees may join the Plan after one year's service. However participation in the Plan is mandatory after five years.

ARTICLE 26 -WORKERS. COMPENSATION

26.01 The Company will provide ~~the~~ Union Chairperson with a copy of all Form 7's filed under ~~the~~ Workers' Compensation Act.

ARTICLE 27 -JOB CLASSIFICATIONS AND WAGE RATES

27.01 The parties agree that the job classification and wage rates set **forth** in Schedule "B" attached hereto are incorporated herein as part of this Collective Agreement. If the Company creates a new job classification(s) not covered by the Collective Agreement notice to the union will be given prior to posting of such jobs.

ARTICLE 28 -DURATION OF COLLECTIVE AGREEMENT

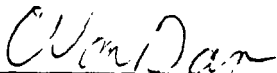
This Agreement shall become effective as of the 1st day of June, 2000, and shall continue in effect until May 31st, 2003 and shall continue to be in effect for one (1) year thereafter unless either party gives written notice to the other party of its intention to enter into negotiations for the purpose of amending, revising or terminating this Agreement. **Such** notice shall be given within a period of no more than ninety (90) days nor less than thirty **(30)** days prior to the date **of** termination and failing the same the Agreement continue for one (1) further year.

DATED at Toronto, Ontario, this 1st day of June, 2000

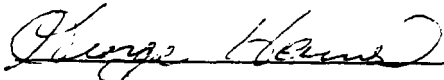
UNITED FOOD AND COMMERCIAL
WORKERS' INTERNATIONAL UNION

ASSOCIATED BRANDS

A.F.L. - C.I.O. - C.L.C.,
LOCAL 114-5P



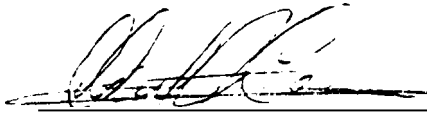
Charolette **Van Dam**
Operations Coordinator



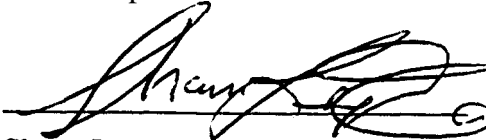
George Haines
Union Local President



Dave Lewars
Plant Manager



Chieftain Crozier
Union Representative



Shaun Lester
Union Representative

SCHEDULE "A"

DEFINITION OF MINOR RULE VIOLATIONS:

Minor rule violations are violations of a minor nature which have no direct effect on the continuity, efficiency and safety of Plant work, but which cannot be tolerated if repeated. Minor violations may be treated by the Company as just cause for discipline on the following scale of penalties:

- | | | |
|-----------------|---------------------------------------|---|
| First Offense: | Verbal warning - | The employee and his steward will be told that warning will be noted in his file. |
| Second Offense: | Written warning | |
| Third Offense: | Up to one week suspension without pay | |
| Fourth Offense: | Dismissal | |

*(Any mention of a minor rule violation will be removed from records after one (1) year if the same violation is not repeated)

The following are examples of minor rule violations:

1. Incompatibility between employees which affects production.
2. Repeated tardiness or absence without cause or reason acceptable to the Company.
3. Repeated uncleanliness in the Plant.
4. Failure to report any work injury, no matter how slight.
5. Gambling and lending money for profit on Company property.
6. Using Company material and tools for personal purposes without Management's consent.

7. Removing and posting of signs without permission
8. Unsatisfactory workmanship such as:
 - (a) Unnecessary waste of time and material; or
 - (b) Careless work.
9. Leaving job during shift without supervisor's permission.
10. Employees must be in their department, ready to work, at the exact time of their shift.
11. Employees may not use operator driven fork lift trucks without supervisory permission.
12. Smoking in **an** unauthorized area which does not create a safety hazard.
13. Breach of minor safety rule violations.
14. Eating/Drinking in production & maintenance areas other than the lunch rooms.

DEFINITION OF MAJOR RULE VIOLATIONS :

Major offenses are any willful or deliberate serious violations of Company or safety rules of such a degree that continued employment of the individual may not be desirable. The following are examples of offenses which may be treated by the Company as just cause for immediate discharge without warning:

1. Insubordination or refusal to obey instructions and Company rules, subject to the provisions of the **Occupational Health and Safety Act.**

2. Stealing Company property including removing Company materials and tools from the premises without management's consent or stealing property of a fellow employee.
3. Willful damage to Company product or property.
4. Obtaining time off under false pretenses.
5.
 - (a) Entering Plant under the influence of intoxicants, stimulants, depressants or hallucinogens of any kind unless covered by a doctor's prescription made known to and approved by the Company.
 - (b) Evidence of such a condition outlined in (a) above while on duty.
 - (c) Possession of any of the above on Company property, subject to (a) above.
6. Dishonesty, such as:
 - (a) Giving false information for Company records, especially at time of hiring, which is material to the employee's job.
 - (b) Deliberate punching of any time card, other than his/her own.
7. Smoking in an unauthorized area that creates a potential safety hazard.
8. Fighting on Company property except in self defense, including disorderly conduct of a nature that disrupts production.
9. Sleeping on duty

10. Disregard for fire regulations.
11. Breach of major safety rule violations.
12. Failure to repay sick Pay Benefits where the employee has previously undertaken in writing to repay the Company the **Sick Pay Benefits** advanced to the employee.

The Company shall consider an employee's seniority and prior work record in deciding the level of discipline for a violation of any rule set forth in this schedule.

Schedule "B"
Effective June 1, 2000

JOB CLASSIFICATIONS	HOURLY RATES 01-Jun-99	START RATES	RATES/RANGES AFTER 60 DAYS WORKED	INCREASE OF	% INCREASE PER YEAR
DR	\$12.96	\$12.97	\$13.28	\$0.32	2.50%
ATION	\$13.80	\$13.84	\$14.15	\$0.34	2.50%
ETIZING/UTILITY	\$13.38	\$13.40	\$13.71	\$0.33	2.50%
ER	\$13.05	\$13.07	\$13.38	\$0.33	2.50%
LINE OPERATOR	\$13.38	\$13.60	\$13.91	\$0.53	3.99%
IA PACKER/UTILITY	\$13.38	\$13.60	\$13.91	\$0.53	3.99%
STATION OPERATOR/UTILITY	\$13.54	\$13.57	\$13.88	\$0.34	2.50%
SUPPLY OPERATOR	\$14.50	\$14.55	\$14.86	\$0.36	2.50%
/BLENDER/FORMULA SET-UP	\$14.62	\$14.68	\$14.99	\$0.37	2.50%
ROL ROOM OPERATOR (REIMELT)	\$15.17	\$15.24	\$15.55	\$0.38	2.50%
ER/REIMELT OPERATOR	\$15.17	\$15.24	\$15.55	\$0.38	2.50%
PRINTER OPERATOR	\$14.96	\$15.02	\$15.33	\$0.37	2.50%
HOUSE OPERATOR	\$15.07	\$15.14	\$15.45	\$0.38	2.50%
RIGHT MECHANIC	\$21.00	\$21.22	\$21.53	\$0.52	2.50%
ENANCE MECHANIC	\$17.62-\$20.22	\$17.75-\$20.42	\$18.06-\$20.73	\$0.44-\$0.51	2.50%
ENANCE UTILITY	\$14.22-\$15.07	\$14.27-\$15.14	\$14.58-\$15.45	\$0.36-\$0.38	2.50%

AND POSITIONS: \$ 0.50/HR ABOVE THEIR CURRENT RATE

Schedule "B"
Effective June 1, 2001

JOB CLASSIFICATIONS	STARTING HOURLY RATE	RATE/RANGE AFTER 60 DAYS WORKED	INCREASE OF	% INCREASE PER YEAR
JANITOR	\$13.31	\$13.62	\$0.33	2.50%
SANITATION	\$14.19	\$14.50	\$0.35	2.50%
PALLETIZING/UTILITY	\$13.75	\$14.06	\$0.34	2.50%
PACKER	\$13.40	\$13.71	\$0.33	2.50%
MACHINE OPERATOR	\$13.95	\$14.26	\$0.35	2.50%
COCOA PACKER/UTILITY	\$13.95	\$14.26	\$0.35	2.50%
DUMP STATION OPERATOR/UTILITY	\$13.92	\$14.23	\$0.35	2.50%
BULK SUPPLY OPERATOR	\$14.92	\$15.23	\$0.37	2.50%
COOK/BLENDER/FORMULA SET-UP	\$15.05	\$15.36	\$0.37	2.50%
CONTROL ROOM OPERATOR (REIMELT)	\$15.63	\$15.94	\$0.39	2.50%
BLENDER/REIMELT OPERATOR	\$15.63	\$15.94	\$0.39	2.50%
CASEPRINTER OPERATOR	\$15.41	\$15.72	\$0.38	2.50%
WAREHOUSE OPERATOR	\$15.52	\$15.83	\$0.39	2.50%
MILLWRIGHT MECHANIC	\$21.75	\$22.06	\$0.54	2.50%
MAINTENANCE MECHANIC	\$18.20-\$20.94	\$18.51-\$21.25	\$0.45-\$0.52	2.50%
MAINTENANCE UTILITY	\$14.63-\$15.53	\$14.94-\$15.84	\$0.36-\$0.39	2.50%

LEADHAND POSITIONS:\$ 0.50/HR ABOVE THEIR CURRENT RATE

Schedule "B"
Effective June 1, 2002

JOB CLASSIFICATIONS	STARTING HOURLY RATE	RATE/RANGE AFTER 60 DAYS WORKED	\$ INCREASE	% INCREASE PER YEAR	INCR OVER LIFE OF CONTR
JANITOR	\$13.65	\$13.96	\$0.34	2.50%	7.50%
SANITATION	\$14.55	\$14.86	\$0.36	2.50%	7.50%
PALLETIZING/UTILITY	\$14.10	\$14.41	\$0.35	2.50%	7.50%
PACKER	\$13.74	\$14.05	\$0.34	2.50%	7.50%
MACHINE OPERATOR	\$14.31	\$14.62	\$0.36	2.50%	8.99%
COCOA PACKER/UTILITY	\$14.31	\$14.62	\$0.36	2.50%	8.99%
DUMP STATION OPERATOR/UTILITY	\$14.27	\$14.58	\$0.36	2.50%	7.50%
BULK SUPPLY OPERATOR	\$15.30	\$15.61	\$0.38	2.50%	7.50%
COOK/BLENDER/FORMULA SET-UP	\$15.43	\$15.74	\$0.38	2.50%	7.50%
CONTROL ROOM OPERATOR (REIMELT)	\$16.03	\$16.34	\$0.40	2.50%	7.50%
BLENDER/REIMELT OPERATOR	\$16.03	\$16.34	\$0.40	2.50%	7.50%
CASEPRINTER OPERATOR	\$15.80	\$16.11	\$0.38	2.50%	7.50%
WAREHOUSE OPERATOR	\$15.92	\$16.23	\$0.40	2.50%	7.50%
MILLWRIGHT MECHANIC	\$22.30	\$22.61	\$0.55	2.50%	7.50%
MAINTENANCE MECHANIC	\$18.66-\$21.47	\$18.97-\$21.78	\$0.46-\$0.53	2.50%	7.50%
MAINTENANCE UTILITY	\$15.00-\$15.93	\$15.31-\$16.24	\$0.37-\$0.40	2.50%	7.50%

LEADHAND POSITIONS: \$ 0.50/HR ABOVE THEIR CURRENT RATE

LETTER OF UNDERSTANDING

BETWEEN

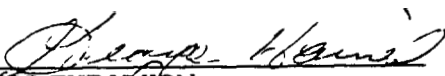
ASSOCIATED BRANDS INC.

-AND-

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION
LOCAL 114-5P

The Company undertakes to provide to the Chief Steward or Chairperson on a regular weekly basis, for the duration of the Collective Agreement which expires on May 31, 2003, the following information regarding its use of part-time workers or casual (agency) who perform work otherwise performed by bargaining unit members :

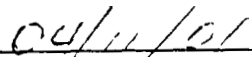
- (a) name of person who performed work;
- (b) department in which work was performed;
- (c) number of hours worked by each person in each week.



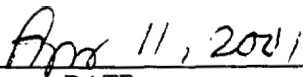
FOR THE UNION



FOR THE COMPANY



DATE



DATE

LETTER OF UNDERSTANDING

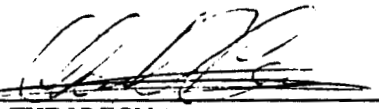
BETWEEN

ASSOCIATED BRANDS **INC.**

-AND-

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 114-5P

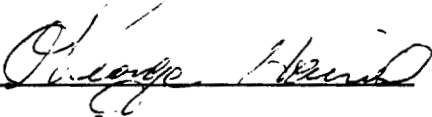
Lead hand positions will be assigned on **an as** required basis to cover **shifts** that are not supervised, or **as** vacation relief or in training situations. It is understood that the duties of a lead hand do not extend to the hiring, firing, or discipline of bargaining unit employees.

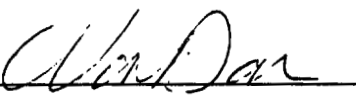


FOR THE UNION

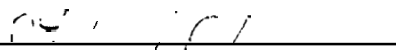


FOR THE COMPANY

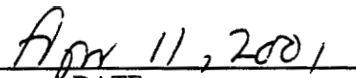








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LETTER OF UNDERSTANDING

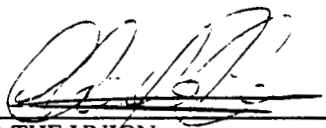
BETWEEN

ASSOCIATED BRANDS INC.

-AND-

UNITED **FOOD AND COMMERCIAL** WORKERS INTERNATIONAL UNION
LOCAL 114-5P

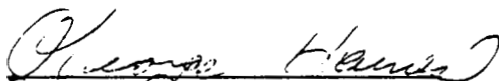
The parties agree that during peak seasons, the Company will be entitled to continue its existing practice of using individuals from employment agencies to work more than 24 hours but not more than 40 hours per week in the plant or warehouse. It is understood that these individuals will not be considered employees for any purposes under the collective agreement. At three (3) months/60 working days of continuous use of temporary employee(s) in a particular job function, the Company shall determine if the position will be staffed permanently.

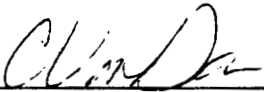


FOR THE UNION



FOR THE COMPANY







04/11/01
DATE

Apr 11, 2001
DATE

LETTER OF UNDERSTANDING


BETWEEN

ASSOCIATED BRANDS INC.

-AND-

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION
LOCAL 114-5P

Notwithstanding Article 14.04 of the collective agreement, the Company is prepared to continue its existing practice of changing an individual's start time on an occasional basis.

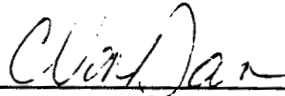


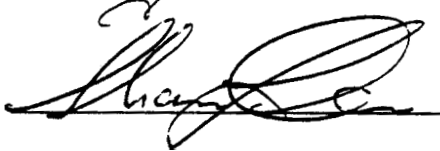
FOR THE UNION



FOR THE COMPANY







04/11/01
DATE

Apr 11, 2001
DATE

LETTER OF UNDERSTANDING

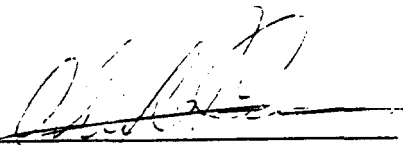
BETWEEN

ASSOCIATED BRANDS INC.

-AND-

UNITED FOOD **AND** COMMERCIAL WORKERS INTERNATIONAL UNION
LOCAL 114-5P

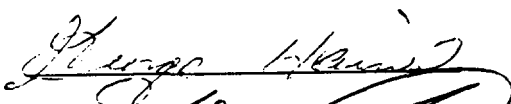
If the Company intends to provide initial training to employees of a classification **as** a result of **the** introduction of new equipment or the additions of new responsibilities, the Company at **it's** discretion will provide such training to employees of the classification who have demonstrated consistent good performance and initiative within their job function **as** well as good attendance and disciplinary record.

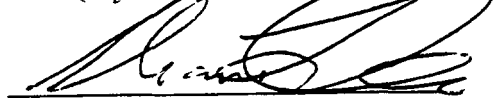



FOR THE UNION



FOR THE COMPANY







04/11/01

DATE

Apr 11 / 2001

DATE

LETTER OF UNDERSTANDING

BETWEEN

ASSOCIATED BRANDS INC.

-AND-

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION
LOCAL 114-5P**

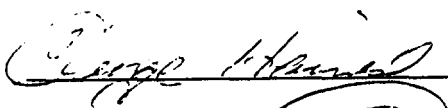
The parties agree that the Company may hire a casual employee to replace an employee who is off work because of illness, workers' compensation, injury, leave of absence or vacation. It is understood that these casual employees will not be considered employees for any purposes under the collective agreement. It is also understood that if the position which the casual employee is currently working in becomes permanently vacant, the position will be filled according to the collective agreement.

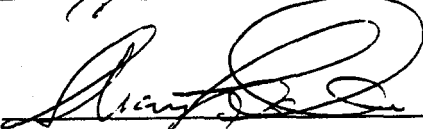



FOR THE UNION

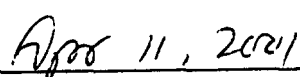


FOR THE COMPANY

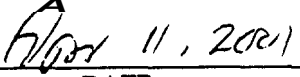








DATE



DATE

LETTER OF UNDERSTANDING

This letter of understanding will serve to resolve the definition of Warehouse and Order Picker Classifications, and the procedures following training the existent population of order pickers

The Company and the Union have resolved the following issues

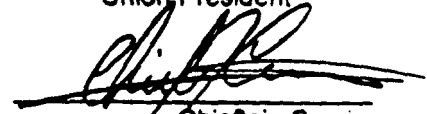
1. Warehouse Operator Classification is defined as Fork Lift Operators who are fully trained at Judson and the Distribution Centre in all duties
2. Order Picker Classification is defined as employees currently trained only in the Distribution Centre.
3. All current population of Order Pickers will be trained in all duties as well as the Judson Plant, to move up to Warehouse Operator Classification. The training will commence October 2000, and the training will be scheduled by the Company.
4. The position held by Arun Patel, has been changed to Warehouse Operator Classification.
5. The positions held by Anthony Brathwaite and Wayne Shepherd will be changed to Warehouse Operator Classification. These two individuals will be the first scheduled for training commencing October, 2000. Any subsequent training will be scheduled by the Company.

This Letter of Understanding is dated the 7 day of the Septemb month 2000 in the City of Toronto


 Dave Lewak
 Plant Manager


 Charolette VanDam
 Employee Relations &
 Operations Coordinator


 George Haines
 Union President


 Chieftain Crozier
 Union Chairperson