

CANADIAN MASTER AGREEMENT

between

CROWN CORK & SEAL CANADA INC.

and

UNITED STEELWORKERS OF AMERICA

February **22, 1999** to February **17, 2002**

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CANADIAN MASTER AGREEMENT

This agreement is made and entered into this 22nd day of February, 1999 by and **between** Crown Cork & Seal Canada, Inc., (hereinafter referred to as the "Company") and the United Steelworkers of America, AFL-CIO-CLC (hereinafter referred to as the "Union").

The term "Company" as used in this Agreement means Crown Cork & Seal Canada, Inc. The term "Local Management" means the Plant Manager (or his **authorized** representatives) in any particular location.

The term "Union" as used in this Agreement means the United Steelworkers of America. The term "Local Union" means the particular Local Union of the Union in any particular plant of the Company.

The term "employee" as used in this Agreement applies to all employees in the bargaining unit as defined in Article 2 of this Agreement.

PREAMBLE

Purpose, Intent and Cooperation

Purpose and Intent

It is the purpose and intent of the parties hereto that this Agreement will promote and improve industrial and economic relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

Union-Management Cooperation

Cooperation is defined as "the association of a number of persons for their common benefit; collective action in the pursuit of common well-being."

With this understanding of the meaning of cooperation, the Company and the Union undertake collective action for the common benefit and well-being of the employees in the bargaining unit and the owners of the business.

In establishing the confidence that must underlie this Agreement, three fundamental principles are **recognized**:

1. The Company **recognizes** the right of the employees to join the Union. Further, the Company believes that collective action in the common well-being will be most effective when the Union remains stable and responsible.

2. The Union recognises the right of the Company to manage and direct the business. Further, the Union believes that collective action in the common well-being will be most effective when the employees give their full support to the management of the Company in discharging its responsibilities.
3. The Company and the Union mutually **recognize** that in order to maintain and improve upon the level of wages provided for in this Agreement, there is a continuing need for increased productivity, better quality and more efficient operations.

In acknowledging these three fundamental principles, the Company and the Union establish a bond of common interest and a basis for the development of sound union-management cooperation.

ARTICLE 1 RECOGNITION

The Company **recognizes** the Union as the exclusive collective bargaining agent for all of its employees in the bargaining unit hereinafter defined, for the purpose of collective bargaining with respect to rates of pay, hours of work or other conditions of employment.

ARTICLE 2 BARGAINING UNIT

2.1 Employees Included

The bargaining unit includes employees occupying jobs in the individual bargaining units set forth and described in Appendix A of this Agreement and the employees of any location of the Company at which metal cans are manufactured (including composite can manufacturing plants and master plate manufacturing plants and equipment manufacturing plants), but excluding paper products, plastics, flexible packaging, and glass plants for whom the Union may during the life of this Agreement be certified or **recognized**. Should the Union be certified or **recognized** as the bargaining agent for any unit of the Company at a paper products plant, plastics, flexible packaging, or glass plant, the parties will negotiate concerning whether such unit will become a unit of the Canadian Master Agreement and as to the terms and conditions with respect to rates of pay, hours of work or other conditions of employment which are to apply to such unit.

2.2 No Bargaining with Other Groups

During the period of the present Agreement the Company agrees not to bargain with any other group regarding rates of pay, hours of work or other conditions of employment of such employees as are covered by this Agreement.

2.3 Work by Excluded Persons

(a) Persons whose regular jobs are not in the bargaining unit will not work on any jobs for which rates are established by this Agreement, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available.

The basic responsibility of supervisory employees is the effective direction of the employees in their assigned groups. It is not the Company's policy or desire to have a supervisory employee perform any other function than that for which he is held responsible -- the effective direction of the group of employees under his supervision.

Grievances arising over an alleged violation of this clause must be filed within eight work days of the occurrence for Production and Maintenance units and **five** work days of the date on which the occurrence becomes known for the Office & Clerical units and will be heard initially in the Second Step of the Grievance Procedure. If the Company agrees at any step of the Grievance Procedure that there has been a violation of this Section by any persons whose regular job or jobs are not in the bargaining unit and who are acting under the direction of supervision, **or** if the arbitrator so determines, the employee who would have performed the work will receive a reasonable award. In any event the award will be no less than four **(4)** hours pay.

(b) In view of the Company's Supervisory Training Program, it may be necessary for the Company to place in certain locations persons with **specialized** training or education as sales, staff, engineering or manufacturing trainees. Such trainees are not under the scope of this Agreement, but may during their course of training perform work in any classification covered by the bargaining unit. An employee who would otherwise be working on the job being performed by **a Supervisory** Trainee will stand by while his job is being performed. If the regular employee is assigned by Local Management to instruct the Supervisory Trainee, the Instructor's rate will apply in accordance with Section **9.12** during the time he is assigned to work as an Instructor. The Local Union will be notified of **all** Supervisory Trainees in a plant and their schedules.

2.4 Contracting Out

The Company does not intend to subcontract work if such work can be performed by employees presently at work or by employees who might be on layoff at the time such work is necessary and we hereby agree that before any work is contracted out in the future Local Management will discuss its intentions with the Local Union Committee. In such discussions the Company will explain its reasons for its tentative decision to sub-contract such work and give the Local Union an opportunity to suggest ways in which the work might otherwise be performed. The Company will give due consideration to the suggestions of the Local Union before making its final decision as to whether or not such work will be subcontracted.

ARTICLE 3 EQUAL EMPLOYMENT

3.1 No Discrimination

The Company and the Union agree that there will be no discrimination against or harassment of any employee because of race, creed, colour, sex, age, national origin, union membership or union activity.

3.2 No Discrimination Against Handicapped

It is the policy of the Company and the Union not to discriminate against any employee who may be handicapped.

3.3 Joint Human Rights Committee

A Joint Committee on Human Rights shall be established at each plant. The Union representation on the Committee shall consist of three members of the Local Union, including the President, and three members of the Local Management, or such other numbers as may be agreed locally. Union representatives on the Committee shall be certified to Local Management by the Local Union and the Company representatives shall be certified to the Local Union.

The Committee on Human Rights shall meet as required at a mutually agreeable time. Minutes of Human Rights Meetings will be prepared by the Company, and will be furnished to the Local Union. The Committee shall review matters involving Human Rights and advise the Company and the Local Union concerning them. The processing of grievances, however, **including** those which may arise under this Article shall continue to be the function of the Grievance Committee. Any grievance filed under this Article will be immediately processed in Step 2 of the Grievance Procedure.

3.4 For the purpose of this article, "sexual harassment" means: (1) unwanted sexual attention of a persistent or abusive nature, made by a person who **knows** or reasonably ought to know that such attention is unwanted; or (2) implied or expressed promise of reward for complying with a sexually oriented request; or (3) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or (4) sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

3.5 For the purpose of this article, "racial harassment" means engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Company, supervisor, or a co-worker in the bargaining unit, which causes disrespect or humiliation to a bargaining unit employee because of that employee's race, creed, colour or national origin.

**ARTICLE 4 LOCAL AGREEMENTS,
CUSTOMS AND PRACTICES**

4.1 This Agreement supersedes all preceding written local agreements and supplements which were executed under the terms of prior Canadian Master Agreements. Provisions contained in such local agreements and supplements which are not specifically covered by or eliminated by this Agreement shall be continued in effect.

4.2 Presently effective local customs or practices, written or oral, which are not specifically covered by provisions of this Agreement and which are not in conflict with its provisions shall remain in effect during the term of this Agreement.

4.3 Presently effective local customs or practices, written or oral, which provide benefits in excess of the specific benefits provided for through the provisions of this Agreement shall be continued for the term of this Agreement unless eliminated by mutual agreement.

4.4 Local customs or practices which may hereafter be established by mutual agreement shall, insofar as practicable, be reduced to writing. Any practice or custom hereafter established by mutual agreement or otherwise which is found to be in violation of the provisions of this Agreement shall not be enforceable to the extent that it conflicts with the terms of this Agreement unless allowed to continue by mutual agreement between the International Union and the Head Office of the Company.

ARTICLE 5 UNION SECURITY

5.1 Present Members

All employees in the bargaining unit who are members of the Union on the effective date of this Agreement must, as a condition of employment, maintain their membership in the Union for the life of this Agreement to the extent of paying the periodic dues and initiation fees uniformly required of all Union members.

5.2 New Members

Any employee who is not a member of the Union and any employee who is hired on or after the effective date of this Agreement must, as a condition of employment, join the Union within sixty (60) working days following the effective date of this Agreement or following his date of employment, whichever is the

later, and must maintain his membership in the Union for the life of this Agreement to the extent of paying the periodic dues and initiation fees uniformly required of all Union members.

5.3 Membership in Good Standing

For the purposes of Section 5.1 and 5.2, an employee shall not be deemed to have lost his membership in the Union in good standing until the International Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of that fact.

5.4 Conformance with Federal and Provincial Laws

The foregoing provisions shall be effective in accordance with and consistent with applicable provisions of federal and provincial law.

5.5 Exceptions

In those provinces in which laws impose restrictions on union security provisions in collective bargaining agreements which make the above provisions illegal or unenforceable, and only so long as such provincial laws shall remain valid and effective, the Union shall be granted the maximum form of union security permissible under such provincial laws. The Company and the Union will cooperate in seeking determinations from the appropriate government officials in such provinces as to the maximum form of union security permissible in such provinces, in the event no such determinations have been made previously.

In provinces in which the provisions of Section 5.1 and 5.2 may not lawfully be enforced, the following provisions to the extent that they are lawful shall apply:

Each employee covered by this Agreement who fails to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the 31st day following the beginning of such employment or the effective date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

5.6 Check-Off

The Company shall deduct from the pay of all bargaining unit employees, weekly, such union dues, fees and assessment as prescribed by the Constitution of the Union.

The Company shall promptly remit the amounts so deducted, by cheque, as directed by the International Union Office, payable to the International Secretary-Treasurer.

The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also include form RR 115 as required by the International Union.

5.7 Membership Application and Check-Off Authorization Cards

In order to promote harmonious relations between the parties, the Local Management shall give all new employees a copy of this Agreement and will suggest to each new employee at the time of this employment that the employee sign the application card for membership in the Union and execute an **authorization** for the check-off of Union dues and initiation fee on the forms furnished by the Union. A copy of such **authorization** card shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such employee.

5.8 Conformance with Federal Law

The Company agrees to record total union dues deductions paid by each employee on their **T-4** Income Tax Receipt.

5.9 Protection by Union

The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

5.10 Union Activities on Company Time

Because the Union does not want to interfere with production, it will not allow any of its officers or members to carry on Union activities or to solicit membership during working hours except as provided elsewhere in this Agreement.

ARTICLE 6 MANAGEMENT RESPONSIBILITIES

Subject to the provisions of this Agreement, the Company shall manage the plant, direct the working forces, plan, direct and control the plant operations, hire, promote and demote, discipline, suspend or discharge for just cause, relieve employees from duty because of lack of work and for other legitimate reasons, introduce new and improved production methods or facilities or change existing production methods or facilities, improve quality, reduce costs, and establish and attain reasonable work and production standards.

ARTICLE 7 HOURS OF WORK

7.1 Definition of Day and Work Day

A day (including Saturday and Sunday) is the 24 hour period beginning with the start of the employee's shift. The "basic work day" is eight (8) consecutive hours of work in the 24 hour period, broken only by the established lunch period.

7.2 Definition of Work Week

The "basic work week" is made up of five (5) days, Monday through Friday. Exceptions are made in some plants for certain employees (such as watchmen and boiler room employees) where, by mutual agreement, the basic work week for such employees begins on a day other than Monday.

7.3 Shifts and Work Schedules

The Local Management will endeavour to arrange regular shifts and work schedules mutually satisfactory to both parties and will not make indiscriminate changes of such schedules. The Local Management will not stagger shift starting times for the sole purpose of avoiding overtime in meeting variations in the volume of production requirements. This provision is not intended to and shall not be construed as preventing the Local Management from staggering shift starting times wherever the physical nature of the production or maintenance processes require work either before or after the regular shift starting times. The Local Management agrees that, where possible, it will discuss necessary changes with the Local Union as far in advance of such change as is practical.

7.4 Special Third Shift Schedules

The methods of scheduling the operations of a plant or department thereof when a third shift is deemed to be necessary to meet operating requirements vary from plant to plant. It is agreed that present practices which provide for third shift schedules of eight (8) hours of work including a paid lunch period or

for a short third shift will continue in effect and without modification in those locations where such practices exist. In all other plants covered by this Agreement the following shall apply:

When necessary or required due to continuous operations (around the clock production) a short third shift will be established immediately following the regular second shift. Such short third shift schedule will be six and one-half (6 1/2) hours excluding the meal period. Employees scheduled to work on the short third shift will work six and one-half (6 1/2) hours and will receive eight (8) hours pay provided they have worked the shift as scheduled. In addition they will receive the night shift differential of 12 1/2 cents for eight (8) hours.

Employees scheduled to work the short third shift, but who work less than six and one-half (6 1/2) hours, will receive a pro-rata share of one and one-half (1 1/2) hours pay premium and shift differential applicable to short third shift employees who work the full six and one-half (6 1/2) hours.

Short third shift employees who are required to work before or after the recognized hours of the short third shift will be paid time and one-half for all such hours worked which will be in addition to the eight (8) hours pay for six and one-half (6 1/2) hours worked. Employees working on the following jobs shall be scheduled on the basis of the normal eight (8) hour shift - eight (8) hours of work exclusive of the lunch period - whenever required to work on the third shift:

Clerical Employees	Operating Engineers
Watchmen	Janitors
Firemen	Jobs in Machine Shop

The following jobs shall also be scheduled as set forth immediately above, but only at times when the plant has no regular short third shift operating:

Machinists	Welders
Die Makers	Sheet Metal Workers
Millwrights	Maintainers performing repair or overhaul work
Electricians	Machine Cleaners
Carpenters	
Pipefitters	

Computation of holiday hours and pay and vacation hours and pay shall be made for short third shift employees as though they were working the weekly schedule and at the rates of the regular third shift.

7.5 Continuous Operations

(a) Protected schedules

All work schedules and related practices existing as of November 1, 1977 shall continue to be protected by Articles 8 and 9 of the Agreement (as they existed prior to November 1, 1977), except as provided below:

(b) New Continuous Operations Schedules.

1. *Mutual Agreement*

The Local Union and Plant Management at any plant may mutually agree in writing to changed schedules covering continuous operations for that plant or portion thereof. The changed schedules must comply with the provisions of sub-section (b) 3. At the conclusion of any cycle the local parties may mutually agree in writing to a different continuous operations schedule subject to the provisions of sub-section (b) 3.

2. *Two-Piece and Press Operations*

Only for two-piece operations installed after November 1, 1977 and press operations installed after February 16, 1981 (1) in plants opened or first coming under this agreement after November 1, 1977, (February 16, 1981 for press operations) and (2) in existing plants which have not before November 1, 1977 had two-piece operations, or, in existing plants which had not before February 16, 1981 had press operations, the Company may establish continuous operations schedules for the plant or portion thereof. The provisions of such continuous operations schedules shall be mutually agreed in writing by the Local Union and Plant Management as provided in the following subsection.

3. *Minimum Requirements*

Any continuous operations schedule mutually agreed pursuant to sub-sections (b) 2 and (b) 2 above shall comply with the following minimum requirements:

- a. The schedule shall provide not less than 185.5 hours of regular straight time pay for each week of 168 hours of production.
- b. Any continuous operations schedule shall establish a combination of consecutive days of work that are followed by a day or days off which shall be known as a Personal Work Schedule for each employee. The start of a Personal Work Schedule may vary from one calendar week to another. If an employee works the last or only scheduled day off in his Personal Work Schedule, the hours he works shall be treated for pay purposes as would a Sunday under the standard plant work week schedule; if an employee works the day immediately preceding his last or only scheduled day off, whether scheduled or not, the hours he works shall be treated for pay purposes as would a Saturday under the standard plant work week schedule; if the employee works on any other scheduled day off in his Personal Work Schedule, he shall be paid at one and one-half times his regular straight time rate.
- c. For continuous operations schedules which consist of two 11.5 hour shifts, each with a one-half hour unpaid lunch period, which will be taken between the 4th and 6th hours:

- (1) Holiday Allowance - The unworked holiday allowance shall be calculated at **13 1/4** hours at straight time pay excluding shift premium. If an employee works on a holiday, in addition to his holiday allowance he will be paid double time for all hours worked. The combination of the pay for the unworked holiday and the double time for hours worked will not exceed **34.5** hours for **11.5** hour shifts. Hours worked on a holiday in excess of **11.5** hours will be paid at three **(3)** times the straight time hourly rate.
- (2) Overtime - Hours worked over 8 in any **24-hour** period or over **40** in a payroll week will be paid at one and one-half times the straight time hourly rate. Hours worked beyond twelve hours in any **24-hour** period shall be paid at double time.
- (3) Bereavement Leave and Jury or Witness Service - If the absence falls on a scheduled day of work, the allowance will be calculated at **13 1/4** hours.
- (4) Relief Periods - All employees will be provided three **(3) 15-minute** relief periods, one in the first half and two **(2)** in the second half of the employee's scheduled shift.
- (5) Night shift Premium shall be five percent **(5%)** of the employee's standard hourly wage rate.
- (6) Vacation Pay - An employee who has worked on an **11.5** hours-per-day continuous operation schedule for at least thirty **(30)** calendar weeks in the preceding calendar year shall be eligible for vacation pay of **46** hours in lieu of the averaging techniques stipulated in Article **11**, Section **11.2** of the Canadian Master Agreement.
- (7) Schedule changes:
 - i. An individual who transfers from *one* schedule to another (continuous to conventional or vice versa) at the employee's request shall be governed by the appropriate overtime and hours of work provisions of the Canadian Master Agreement applicable to the schedule to which the employee is referred.
 - ii. An individual who has his schedule changed (continuous to conventional or vice versa) at other than his request shall be paid one and one-half **(1 1/2)** times his straight time hourly rate for all hours worked, on a Saturday and two times his straight time hourly rate for all hours worked on a Sunday, provided during the Monday to Sunday period when such change takes place, the employee has not received any scheduled day or days off or received overtime payment for working a scheduled day off.
- (8) Short Week Benefit - The Short Week Benefit for a particular week will be calculated as the **80%** of the regular scheduled hours of pay and the sum of **all** hours:

- i. he was paid in the benefit week;
- ii. he did not work but for which he was paid (including holiday pay);
- iii. or for reasons other than lack of work.

For purposes of this Section 7.5 scheduled days off shall not be considered as days of lack of work.

- d. For continuous operations schedules which consist of three eight-hour shifts:

(1) Overtime - Hours worked over 8 in any 24-hour period or over 40 in a payroll week will be paid at one and one half times the straight time hourly rate. Hours worked beyond twelve hours in any 24-hour period shall be paid at double time.

(2) Meal Period and Relief Periods - The combination of a Meal Period and Relief Periods shall total 40 minutes of paid time off consisting of either a 20 minute paid Meal Period and two 10-minute paid Relief Periods or two 20 minute paid Meal and Relief Periods combined.

4. Failure to Agree.

a. If the local parties are unable to agree on the provisions of a continuous operations schedule under sub-section (b) 2 above, then the schedule attached to this Agreement, as Appendix H, shall be adopted.

b. Reverting to Conventional Operations

For periods during which the Company shall discontinue the continuous operations, the provisions of Articles 8 and 9 (as they existed prior to November 1, 1977) shall apply.

c. Vacation Scheduling

For all employees working continuous operation schedules in accordance with Article 7, Section 7.5 of the Canadian Master Agreement, unless otherwise mutually agreed, a week of regular annual vacation pursuant to Article 11 shall consist of the employee's personal work schedule but in no event less than seven (7) consecutive calendar days.

7.6 Definition of Shifts for Application of Shift Differentials

A shift starting on or after 6:00 a.m. but before 10:00 a.m. is a first (or day) shift. A shift starting on or after 10:00 a.m. but before 6:00 p.m. is a second (or afternoon) shift. A shift starting on or after 6:00 p.m. but before 6:00 a.m. is a third (or night) shift.

7.7 Day of Shift

A shift will be considered as worked on the calendar day on which it begins. A shift that begins at 12:00 midnight will be considered as the third shift of the day before.

7.8 Relief Periods

(a) A relief period of fifteen (15) minutes away from work will be provided during the second or third hours of each half shift.

(b) Employees who work on a shift which is ten (10) hours or longer shall be granted additional relief periods in accordance with Section (a) above.

(c) Plans for providing relief periods will be worked out by mutual agreement between the Local Union Committee and Local Management, so they will not interfere with efficient operations. Where short third shifts have been agreed to, the scheduling of the two relief periods will be established by local agreement.

7.9 Lunch Period Within Five Hours

(a) A lunch period, without pay, of not less than thirty minutes will be allowed employees within their first five hours worked on any shift. Employees who are assigned by Local Management to work beyond their first five hours without a lunch period will be paid one and one-half their regular straight time rate for all time worked beyond the first five hours until they have a lunch period.

(b) This Section will not apply to an employee working on a shift which includes a paid lunch period regardless of whether an actual lunch period is provided.

ARTICLE 8 OVERTIME

8.1 Definition of Regular Straight Time Hourly Rate

The regular straight time hourly rate means an employee's straight time hourly base rate plus his incentive pay and applicable shift premium.

8.2 Hours Worked in Excess of Eight (8)

The Local Management will pay an employee one and one-half times his regular straight time hourly rate for all hours he is required to work over eight (8) a day.

8.3 Hours Worked in Excess of Twelve (12)

The Local Management will pay an employee two times his regular straight time hourly rate for all hours he is required to work over twelve (12) a day.

8.4 Exceptions to Daily Overtime

When an employee is permitted by Local Management to change from one shift to another at his own request, and the new shift starts within the same twenty-four (24) hour period as his preceding shift, overtime provided under Sections 8.2 and 8.3 will not be paid. However, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining

overtime. For the purpose of this paragraph, it shall also be considered that an employee has requested a change from one shift to another for the purpose of rotation of shifts for the employee's convenience.

8.5 Saturday and Sunday

The Local Management will pay one and one-half times the regular straight time hourly rate for work performed on Saturday and two times the regular straight time hourly rate for work performed on Sunday. This section does not apply when running continuous operations under Article 7.5.

8.6 No Duplication of Overtime Pay

Payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours are compensated for at an overtime rate under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

8.7 Distribution of Overtime

(a) Local Management will divide overtime work in each over time distribution unit by shift as impartially as is practicable among employees on the seniority roster. In doing this, it is **recognized** that Local Management will take into consideration the qualifications of employees for the job to be done and the efficient operation of the department.

(b) A written record of overtime worked by the employees in each overtime distribution unit will be maintained by the Supervisor of the unit. This record will be kept on a continuing basis provided however that by local agreement this may be kept on an annual or some other **fixed** period basis at the end of which the record will be started anew. The Supervisor's record of distribution of overtime will be reviewed with the respective grievance committeeman twice per month and reasons will be given for any significant differences in overtime worked by individuals in the unit. A copy of the record shall be furnished monthly to the grievance committeeman.

Employees will be credited with overtime worked by recording the number of overtime hours worked. Employees unable to work overtime, when requested, will be credited as having worked such overtime hours on the Supervisor's record (unless exceptions are agreed to by the Local Management and the Local Union).

New employees will become eligible to share in the impartial distribution of overtime after they complete their probationary period of employment. New employees will not be allowed to claim overtime after completing this probationary period to make up for overtime which was worked before they were on the seniority roster.

(c) If it is shown that Local Management was in error in the distribution of overtime during the two weeks immediately preceding the date of the review of the Supervisor's record with the grievance committeeman and that an employee

did not properly share in available overtime during such period, **Local** Management will make an adjustment in future overtime schedules within **50** calendar days after the error has been reported in writing by the committeeman to Local Management or at the end of the **50** day period compensate the employee for the earnings he would have earned had he been given his proper overtime opportunity.

(d) Local Management will give notice of daily overtime as far in advance as practicable, and to the extent customer demands are known will give notice of weekend overtime by the end of the shift on Thursday. Local Management will give consideration to any reasonable request of an employee to be excused from over time work, but in any event will excuse an employee from overtime on occasion where it is evident that the working of overtime would cause the employee hardship or serious inconvenience.

Without prejudice to the respective rights of the parties as set out above any discipline for failing to work the assigned overtime shall be preceded by notice to the employee and shall be made effective no earlier than five (5) working days after notice to the employee of such discipline. The employee may grieve the discipline before it is made effective and any such grievance shall serve to postpone the effective date of the discipline, if any, until the final resolution of the grievance.

(e) The Union will cooperate with the Local Management in fulfilling the overtime manhours to meet overtime schedules.

ARTICLE 9 WAGES (Hourly Employees)

The provisions of this Article 9 apply only to hourly employees in the production and maintenance units. Salaries of employees in the salaried units are covered by the provisions of Article 3 (Salaries) of Appendix B of this Agreement.

9.1 Cooperative Can Industry Agreement and Manual-1977

(a) The parties have agreed on the principles and the basic procedures of a cooperative program for describing and classifying hourly jobs covered by this Agreement and for the development and application of related administrative procedures.

These principles and procedures have been incorporated in an Agreement called the Cooperative Can Industry Agreement and **Manual-1977** hereinafter referred to as the Manual, The Cooperative Can Industry Agreement and **Manual-1977** is hereby incorporated within this Agreement by reference. The provisions of Appendix E establishing training programs in conformance with the Canadian Master Agreement between the parties dated February 20, 1989 are

also hereby incorporated within this Agreement by reference. The parties shall describe and classify all jobs in accordance with the provisions of the Manual,

(b) The Manual has established jobs as to which more than one job class will be applicable. This situation creates problems relative to seniority and rate retention and therefore, the parties agree to the following understandings in response to these problems.

1. The term "job" as used in this Section refers to the scope or type of work performed under a given title as set forth in the applicable job description, and does not pertain to workload, machine speed, or scope of assignment.

2. The term "multi-rated" job as used in this Section is a job for which more than one job class has been established through the use of the Manual for the application of the standard hourly wage scale.

3. In the case of multi-rated jobs, nothing in this Section shall affect seniority practices except that:

a. During a shift, seniority shall not apply with respect to assignments within multi-rated jobs as defined above.

b. For seniority purposes the job will be considered to be available on the basis of the highest job class applicable to it. Employees assigned to multi-rated

jobs may bid out of such jobs at the actual job class at the time of the bid or opening.

c. Employees on multi-rated jobs shall retain whatever rights to assignment to a specific position within the multi-rated job that existing seniority practices would normally provide.

4. In the case of multi-rated jobs nothing in this Section shall affect rate retention practices except that:

a. Employees on such a multi-rated job will not accrue rate retention rights applicable to assignments within such job; and

b. Such rate retention rights will apply only when an employee goes to another job or multi-rated job and then only to the extent that existing practices already provide.

9.2 Standard Hourly Wage Scale

The standard hourly wage scale of rates for the respective job classes stating the general wage increases of \$.00 per hour effective February 22, 1999, \$.00 per hour effective February 20, 2000, and \$.00 per hour effective February 18, 2001, is set forth in Appendix C of this Agreement. Whenever in this section reference is made to an adjustment payable or commencing on the first of a month, it shall become payable or commence on the Monday closest to the first of the month.

The standard hourly wage scale of rates for the respective job classes stating an increment increase of **\$.01** per hour between job classifications effective February 22, 1999, an increment increase of **\$.01** per hour between job classifications effective February 20, 2000, an increment increase of **\$.01** per hour between job classifications effective February 18, 2001, is set forth in Appendix C of this agreement. Whenever in this section reference is made to an adjustment payable or commencing on the first of a month, it shall become payable or commence on the Monday closest to the first of the month.

The rates set forth in Appendix C also include any incremental or other adjustment agreed to and their effective date or dates as well as general wage increases.

9.3 Application of the Standard Hourly Wage Scale

(a) The standard hourly wage scale rate for each job class shall be the standard hourly wage rate for all jobs classified within such job class.

(b) Except as otherwise provided in this Agreement, the established rate of pay for each hourly rated job shall apply to any employee during such time as the employee is assigned to perform such job. The established rate of pay for each trade or craft apprentice or for a skilled job is provided for in Sections 9.5 and 9.6.

(c) Each standard hourly rate shall be the established hourly rate of pay for all non-incentive jobs. Each standard hourly rate or the applicable "red circle" rate, whichever is higher, shall be the guaranteed minimum hourly rate of pay for all incentive jobs.

9.4 Transfer Pay Practices

Whenever an employee is transferred from one job to another during a shift, local transfer pay practices which were in effect in the respective locations throughout the bargaining unit on January 31, 1968 will apply except that these practices will be improved where necessary, to provide the following:

1. An employee will be paid for all hours worked on a shift at no less than the rate of the job on which he starts his shift.

2. An employee who, during his shift is transferred to a higher classified job than the job *on* which he started his shift, **will** be paid at the rate of the higher classified job from the time of such transfer and for the balance of his shift except that an employee who **is** transferred to a higher classified job for the purpose of relief will be paid at the rate of the higher classified job for the time spent on such relief.

Any changes in local transfer pay practices which may be required to conform to the above will not apply to employees assigned to or transferred to incentive

jobs or to employees who relieve on skilled, trade or craft jobs during a shift for meal and rest periods.

9.5 Schedule of Apprentice Rates for Trade or Craft Jobs

A schedule of apprentice rates for the respective apprentice training periods of 1,000 hours of actual training experience with the Company in the trade or craft for each training period is established at the level of the standard hourly rates or the respective job classes as follows:

Wage Progression Schedule

<i>Trade or Craft By Job Title</i>	<i>Training Periods</i>							
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Painter	8	9	10	12				
Carpenter	8	9	10	12	13	14		
Pipefitter-Plumber	8	9	10	12	13	15		
Welder	8	9	10	12	13	15		
Sheet Metal Worker	8	9	10	12	13	15	16	
Electrician	8	9	10	12	13	15	16	17
Machinist	8	9	10	12	13	15	16	17

Upon completion of the last period in the Wage Progression Schedule above, the apprentice shall accede to the job class rate applicable to the trade or craft job.

Additional provisions governing the apprenticeship training program for trade or craft jobs are set forth in the Manual.

9.6 Schedule of Trainee Rates for Skilled Jobs

The Wage Progression Schedule as specified below and applicable during the respective training periods for employees in training for skilled jobs as defined in the Manual shall apply for skilled jobs whether or not such employees are assigned to formal training programs.

A schedule of rates for each 1,000 hour period of actual training experience with the Company, formal and/or on-the-job, is established as follows:

Wage Progression Schedule

<i>Skilled Jobs by Job Class</i>	<i>Training Periods</i>					
	1	2	3	4	5	6
13	8	9	11			
14	8	10	12			
15	8	10	12			
16	8	10	12	14		
17	8	10	12	14		
18	8	10	12	14	16	
19	8	10	12	14	16	17

Upon completion of the last period in the Wage Progression Schedule above, the trainee shall accede to the job class rate applicable to the skilled job. Additional provisions governing training programs for skilled jobs are set forth in the Manual.

9.7 Adjustment of Incentive Earnings

Incentive earnings will continue to be calculated on the basis of hourly rates used on September 30, 1955 to calculate incentive earnings. In addition, employees on incentive will receive the total of the wage increases for the applicable job classifications granted since September 30, 1955 plus the general wage increases (excluding increases in job class increments effective February 15, 1982 and February 15, 1983 and job class increases resulting from the Cooperative Can Industry Job Evaluation Manual - 1977 for the applicable job classification) provided for in this Agreement.

9.8 Adjustment of Out-of-Line Differentials

(a) An employee who on February 15, 1989 was entitled to receive a "red circle" rate on any job shall receive his applicable "red circle" for time worked on each such job plus the general wage increases provided for in this Agreement or the applicable standard hourly rate for such job, whichever is the higher. Out-of-line differentials are thereby reduced or eliminated by the job class increment adjustment provided for in this Agreement on the effective date of such adjustment.

(b) In the case of an employee receiving an out-of-line differential, pursuant to Paragraph (a) above, who is promoted or assigned to a job of higher job class, a new out-of-line differential shall be established for this employee if the rate for such job (as provided in Paragraph (a) above) is less than the standard hourly rate for the job from which promoted plus the employee's out-of-line differential. The new out-of-line differential shall equal the standard hourly rate for the job

from which promoted plus the terminated out-of-line differential minus the standard hourly rate for the job to which promoted.

(c) When an employee enters the training program for any of the trade or craft or skilled jobs as defined and identified under the Manual and his rate at such time is above the applicable rate provided for the applicable period of training in the Manual, such employee's rate shall not be reduced but he will not be subject to periodic progression adjustments in his personal rate until such time as he is entitled to a higher rate in accordance with the applicable Wage Progression Schedule of the Manual except that he **shall** receive the general wage increases (excluding increases in job class increments for the applicable job classifications) which become effective during the period of this Agreement.

The amount by which such employee's personal rate at the time of entering the training program (as adjusted by the applicable general wage increases specified in the preceding Paragraph) exceeds the rate established for that applicable training period under the Manual shall be identified as such employee's personal out-of-line differential.

(d) The progression from a training rate to higher rate in the applicable Wage Progression Schedule on such job shall operate to reduce the out-of-line differential in the amount of progression or to eliminate the out-of-line differential if such is less than the amount of progression.

9.9 Wage Rate Inequity Grievances

No basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Agreement for any job that has been classified in accordance with the procedures established for classifying new or changed jobs under the Manual.

9.10 Description and Classification of New or Changed Jobs

(a) Local Union job Evaluation Committee

In the interest of effective administration of the Cooperative Can Industry Agreement and **Manual-1977**, a Local Union Job Evaluation Committee on Job Classification, consisting of not more than three employees depending on the number of employees in the bargaining unit, shall be established in each plant. The size of the Committee shall be based on the following:

Up to 200 Members	1 Committee person
201 to 800 Members	2 Committee persons
801 and over Members	3 Committee persons

Committee members will be designated in writing by the Local Union to Local Management.

When a Committee Member has to leave his job or department, he shall first receive permission from his Department Supervisor. When he goes into another Department, he must obtain permission of the Supervisor of the Department before talking with any employees at their work.

Members of the Local Union Job Evaluation Committee will not lose pay for time spent during regularly scheduled working hours while investigating the accuracy of descriptions for new or changed jobs or for attending meetings with management on the applicable factoring or job descriptions for such new or changed jobs.

(b) Establishing Descriptions and Classifications on

New or Changed Jobs

A change in the job content will provide the only basis for a subsequent reclassification of a job. The Manual and all job classifications agreed to by the Joint Job Classification Committee will provide the only reference for classifying all new or changed jobs. The job classification agreed to or otherwise established for a job description shall continue in effect unless changed by mutual agreement of the Director, Wage Division of the United Steelworkers of America and the authorised representative of the Human Resources Department, Head Office of the Company.

When and if from time to time the Company, at its discretion, establishes a new job or changes the job content of a job, the Company shall be required to establish a new job description and classification in accordance with the following procedure:

1. Local Management shall prepare a proposed job description and the Human Resources Department of the Company's Head Office shall prepare a job classification summary sheet in accordance with the requirements of Sections D & E of the Manual.

2. The appropriate Local Management representative and the Local Union Job Evaluation Committee shall promptly review the proposed job description and factoring.

3. If Local Management and the Local Union Job Evaluation Committee are in agreement that the job description accurately describes the job and that the job has been factored and classified in accordance with the principles set forth in the Manual, the appropriate Management representative will then issue copies of the agreed upon job description and job classification summary sheet to all holders of the Cooperative Can Industry **Manual-1977**.

4. If Local Management and the Local Union Job Evaluation Committee are unable to agree that the job description as submitted accurately describes the job or are unable to agree on the factoring, Management shall:

a. Issue copies of the proposed description and classification summary sheet as in 3 above.

b. Install the proposed classification; and

c. Install the standard hourly rate for the job class to which the job is thus assigned.

The Local Union Job Evaluation Committee shall be exclusively responsible for the filing of grievances involving the accuracy of the descriptions or the classification of jobs, and may **file** a grievance within **60** days from the date of receipt by the Local Union Job Evaluation Committee of a copy of the proposed description and classification summary of the job.

The grievance shall be **filed** with the plant management in the second step of the Grievance Procedure, alleging that the job is not accurately described or factored in accordance with the provisions of the Manual. Such grievance shall be processed under the grievance and arbitration procedures of this Agreement and decided in accordance with the provisions of the Manual and this Agreement.

If the grievance is submitted to arbitration, the decision of the arbitrator shall be effective as of the date the new job was established or the change or changes installed.

In the event Management does not develop a new job description and classification, the Local Union Job Evaluation Committee may process a grievance under the grievance and arbitration procedures of this Agreement requesting that a description and classification be developed and installed in accordance with the provisions of the Manual. The resulting classification shall be effective as of the date the new job was established or the change or changes installed, but in no event earlier than **30** calendar days prior to the date the grievance was filed.

5. When Local Management changes a job but the change does not affect the numerical classification in an amount sufficient to cause an increase or decrease in the classification, Local Management will nevertheless submit a revised job description and factoring evaluation.

6. Notwithstanding the provisions of the Manual, any factoring change which results in placing a job in a lower job classification will not reduce the rate of any employee assigned to such job at the time of the change or any employee previously assigned to such job. The higher rate will apply only during the period that the employee is assigned to such job.

(c) Installation or Discontinuance of Incentive Plans

The installation or abolition of an incentive plan will be subject to local agreement.

9.11 Group Leaders

(a) The term "group leader" as used herein refers to a job on which the employee has the responsibility of directing the work of a group of employees on other hourly jobs and may be required to perform some of the same work as that of the group directed. The direction generally consists of activities such as required to:

1. Plan work to be performed by the group.
2. Determine "on-the-job" working procedures in the case of repair and maintenance work.
3. Arrange for necessary tools, supplies and facilities.
4. Assign and instruct members of the group.
5. Inspect, coordinate and record the work performed by the group.

Such direction does not include activities such as being required to:

1. Hire, promote, demote, suspend or discharge members of the group.
2. Represent the Company in handling employee grievances.
3. Determine the schedule of hours, days and weeks during which members of the group shall work.

(b) In determining the rate of a group leader job, the following shall apply:

1. Consider all jobs in the group to be led and select the highest classified job within the group for which the group leader must be qualified and on which the group leader may be required to perform from time to time, such job being termed the "basic job" from which to determine the rate of the group leader job.

2. An employee designated by the Local Management as a group leader will be paid as follows: (i) the standard hourly rate of three job classes higher than the standard hourly rate of his regular job, or (ii) the standard hourly rate of three job classes higher than the standard hourly rate of the "basic job" within the group defined above, whichever is higher.

(c) The designation of an employee to the job of group leader will not be considered an employee's regular job, hence he will be paid the differential provided above only for those shifts actually worked as a group leader when so assigned by the Local Management. An employee assigned as group leader for part of a shift will be paid as a group leader for the entire shift. No rate retention practices will apply.

While preserving its right to select group leaders, the designation of an employee by Local Management as a group leader shall be made on the basis of seniority, provided the senior employee has the ability and physical fitness to perform the required work and duties as set forth in this Section **9.11**.

9.12 Instructors

(a) The term “instructor” as used herein refers to an hourly rated job established with the primary function being to teach trainees or other employees:

1. Under classroom circumstances.
2. On the job under plant operating conditions. This term “instructor” will not apply to employees working on jobs wherein the basic duties contain the responsibility for giving direction to others.

(b) An employee designated by the Local Management as an instructor will be paid as follows:

1. The standard hourly rate of three job classes higher than the standard hourly rate of his regular job, or
2. The standard hourly rate of three job classes higher than the highest standard hourly rate of any of the jobs on which the employees are being instructed, whichever is higher.

(c) The designation of an employee to the job of instructor will not be considered an employee’s regular job, hence he will be paid the differential provided above only for those shifts actually worked as an instructor when so assigned by the Local Management. An employee assigned as instructor for part of a shift will be paid as an instructor for the entire shift. No rate retention practices will apply.

9.13 Shift Differentials

The following shift differentials are established, and will be paid each employee for hours worked during a second or third shift defined in Section 7.6:

- Second Shift - 3% of standard hourly rate
- Third Shift - 5% of standard hourly rate

(Except the premium paid for any short third shift will continue to be 12 1/2 cents.)

9.14 Income Protection

(a) *Rate Retention*

Subject to the transfer pay provisions of Article C (Principles) of the Manual, it is agreed that practices as to rates of pay presently in effect in each location covered by this Agreement, with respect to transfers of employees from higher to lower rated jobs, or from lower to higher rated jobs, will be continued in effect unless and until changed by mutual agreement.

(b) Income Differential Allowance

(a) An employee with two years of continuous service will receive an Income Differential Allowance for any calendar quarter in which his average straight time hourly earnings for hours worked are less than 95% of the average straight time hourly earnings he had received for hours worked during the base year (previous calendar year or prior year if no work was performed in the previous year). The income differential will be paid to each eligible employee for hours worked in each calendar quarter starting April 1, 1965 and will be calculated and paid on a quarterly basis. "Calendar quarter" as used in this Section 9.14(b) means that 1st, 2nd, 3rd and 4th group of 13 weeks in a calendar year.

(b) The Income Differential Allowance shall be equal to the difference between 95% of the employee's average straight time hourly earnings for hours worked in the base year and his average straight time hourly earnings for hours worked in the calendar quarter times the number of hours worked in the calendar quarter.

As used in this Section 9.14(b), "hours worked" includes both straight time and overtime hours, and also vacation and holiday hours. With respect to overtime hours, the applicable overtime premium will be paid on the Income Differential Allowance.

(c) Short third shift hours worked will be converted to the equivalent non-premium hours for the determination of average hourly rates. All other shift premiums will be excluded in the calculation of Paragraphs (a) and (b) above.

(d) In administering Paragraphs (a) and (b) hereof, the following provisions shall be applicable:

1. Earnings received and hours worked in the base year on a job from which an employee has been removed for lack of ability shall not be counted in determining his average straight time hourly earnings in the base year.

2. If with the approval of Local Management an employee, in accordance with local seniority practices, does not accept the highest classified job he has previously performed and which his seniority would entitle him to perform, his Income Differential Allowance will be calculated on the basis of the job which he refused; provided, that if a particular job is refused by more than one employee, only one such employee (as determined by local seniority practices) shall have his Income Differential Allowance calculated on the basis of the rate of that job, and all other such employees shall have their Income Differential Allowances calculated on the basis of the rate of the jobs on which they actually worked.

3. If an employee working on a job bids to a lower rated job in accordance with local seniority supplement (other than to avoid layoff), his Income Differential Allowance will be calculated on the basis of the job which he would have retained but for his bid.

4. An employee who does not maintain his level of performance on the same incentive pay job or jobs which he performed in the base year, provided that his incentive earnings opportunities remain unchanged, will not be paid an Income Differential Allowance for the hours in which he does not maintain such level of performance, nor shall such hours and earnings be included in calculating his average straight time hourly earnings for the quarter.

(e) Income Differential Allowance payments provided for by this program which are made during a particular calendar year and any rate retention, or overtime premium, will not be included in the determination of the next year's average guaranteed hourly rate. General wage adjustments will not be included in the current quarterly average hourly rate unless included in the guaranteed average hourly rate.

9.15 Notification to Report

(a) Unless an employee is told by the end of the last shift the employee worked or at least twelve (12) hours before the employee's regular starting time not to come to work, the employee will be considered as having been ordered to report.

(b) If an employee has left the plant the employee will be notified not to come to work either in person, by personal telephone message, or by telegram, or other reliable means. However, failure to contact the employee will not relieve the Company of its obligation to pay the employee for the allowed time to which the employee is entitled if the employee should report as originally scheduled.

(c) An employee who is absent from work must notify the Plant Human Resources Department of the employee's intention to return to work in order to be eligible for pay provided in Section 9.16. This notice must be received at least one (1) hour before the end of the day shift preceding the day the employee intends to return to work. This paragraph will not apply where good and sufficient reason is given for failure to so report.

9.16 Pay When No Work Is Available

If the work for which the employee was scheduled to report is not available or if there is no substitute work for him which is within his reasonable capacity to perform and which is not of such nature as to involve material change in the employee's working conditions, he will be paid nevertheless for eight (8) hours work. The rate of pay will be the straight hourly base rate for the job he was scheduled to report on, plus any shift differential that applies. If he refuses such substitute work, he will not get the eight (8) hours pay. If the work for which the employee was scheduled would have been paid for at overtime rates, he shall receive four (4) hours report pay at the applicable overtime rate.

9.17 Pay When Some Work Is Available

If an employee actually begins work at the start of a shift and the work to which he is assigned lasts less than eight (8) hours, he will nevertheless be paid for eight (8) hours at his regular straight **time** rate. If such occurs on an overtime day, the employee shall receive four (4) hours pay at the applicable overtime rate. But if, after beginning work, he refuses to do substitute work as referred to in the preceding Section in order to finish the eight (8) hours, he will be paid for the time he actually worked.

9.18 Circumstances Outside the Company's Control

The employee will not get report pay if the reason for failure to provide work is something clearly outside the Company's control, such as fire, flood, storm, failure of utilities, or a labour dispute. Every reasonable effort will be made to notify employees in advance of their reporting for work.

9.19 Call-Out Pay

An employee who has already left the plant of the Company after completion of his scheduled shift and who is recalled for emergency work shall be paid double his regular straight time hourly rate for all hours worked on recall up to the starting time of his scheduled shift, but in any event not less than two (2) hours, except that he shall only be paid for the actual hours worked if called in less than two (2) hours before the starting time of his scheduled shift.

9.20 Pay for Jury Duty

The Local Management will pay an employee who is called for jury service or who has been subpoenaed as a witness in a court of law or who has been subpoenaed to appear before a government agency in a matter as to which the Company has no detrimental interest, for each day of such service, his average straight time hourly rate for the number of hours he would have otherwise worked, but not more than eight (8). The employee will present proof of service. Average straight time pay will be figured on the basis of the employee's pay for the hours actually worked during the last week in which he did any work before he was called to jury service or as a witness. This Section will not apply where an employee voluntarily seeks jury service. When an employee is called for jury service or as a witness on a holiday, he shall be paid his holiday pay in addition to the payment he receives for jury service or as a witness.

9.21 Travel Time

Employees who are temporarily assigned to perform work away from their normal plant location and sufficiently distant to require a substantial amount of travel time shall be paid for such time as is spent in travel subject to the following:

(a) The Company shall determine and provide the type (public, private, ground or air) of transportation the employee is to use.

(b) The Company shall provide accommodation in a modern, clean motel/ hotel.

(c) The Company shall pay all legitimate and reasonable business expenses which are documented by receipt, including meals, local transportation, laundry and telephone costs. Local Management will arrange a reasonable cash advance prior to the commencement of such travel.

(d) Time spent **traveling** by public transportation shall be considered time worked when such travel occurs during the hours of the employee's normal basic eight (8) hour work day (Monday through Friday).

(e) If it should be necessary for an employee to travel via public transportation before or after the hours of the employee's normal basic eight (8) hour work day (Monday through Friday), such time shall be paid at the straight time rate up to a maximum of eight (8) hours.

(f) Time spent **traveling** on Saturday, Sunday and holidays by public transportation shall be paid at time and one-half the straight time rates up to a maximum of eight (8) hours for each day.

(g) Personal automobiles will be used only with the written permission of Local Management. Time spent **traveling** (excluding time spent sleeping and eating) via Company or personal automobile shall be considered as time worked. In no event shall payment be made for more than fourteen (14) hours in a twenty-four (24) hour period.

(h) Hours spent **traveling** to and from the employee's temporary residence to the employee's temporary place of work shall not be considered as time worked.

9.22 Cost of Living

(a) For purposes of this Agreement: "Consumer Price Index" refers to the Consumer Price Index for Canada, All Items, (1981 = 100) published by Statistics Canada.

"Consumer Price Index Base" refers to the Consumer Price Index for the month of December, 1998 (published by Statistics Canada in January 1999).

"Adjustment dates" are February 15, May 15, August 15, and November 15, 1999, February 15, May 15, August 15, and November 15, 2000, February 15, May 15, August 15, and November 15, 2001, and February 15, 2002.

“Change in Consumer Price Index” is defined as the difference between (1) the Consumer Price Index Base, as adjusted, and (2) the Consumer Price Index for the second calendar month next preceding the month in which the applicable Adjustment Date falls.

“Cost of Living Adjustment” is calculated as below and will be payable for the three-month period commencing with each Adjustment Date.

Whenever reference is made to an adjustment date, implementation of the adjustment will be effective on the Monday closest to the adjustment date.

(b) Cost of Living Adjustment:

Effective on each adjustment date, a Cost Of Living Adjustment equal to one (1) cent per hour, (forty (40) cents per week for salaried employees) for each full .120 of a point change in the Consumer Price Index shall become payable for all hours worked, for all short third shift hours paid for and for any reporting allowance. However, each such adjustment shall be reduced by an amount equal to the sum of all prior adjustments, if any, which have been included in the Standard Hourly Wages Rates (Standard Weekly Rates for Salaried Employees) pursuant to the provisions of (d) below.

(c) Until included in the rates pursuant to the provisions of (d) below, the Cost of Living Adjustment shall be an “add-on” and shall not be part of the employee’s Standard Hourly Wage Rates (Standard Weekly Rates for Salaried Employees). It shall be payable for hours actually worked, for all short third shift hours paid for and for any reporting allowance and it shall be included in the calculation of overtime premium but shall not be part of the employee’s pay for any other purpose and shall not be used in the calculation of any other pay, allowance, or benefit.

(d) Annual Cost Of Living Roll In:

The Cost of Living adjustments due February 15, May 15, August 15, and November 15, 1999 will be rolled into wage rates effective February 15, 2000. The cost-of-living adjustments due February 15, May 15, August 15 and November 15, 2000 will be rolled into wage rates effective February 15, 2001. The cost-of-living adjustments due February 15, May 15, August 15, and November 15, 2001 will be rolled into wage rates effective February 15, 2002. Until rolled into the wage rates in accordance with the above, the adjustments will be paid as an “add-on”.

(e) Should the monthly Consumer Price Index in its present form as identified in (a) above become unavailable, the parties shall attempt to adjust this section, or, if agreement is not reached, request Statistics Canada to provide an appropriate conversion or adjustment which shall be applicable as of the appropriate Adjustment Date and thereafter.

(f) If the Consumer Price Index for any Adjustment Date falls below the Consumer Price Index Base, there shall be no Cost-of-Living Adjustment.

9.23 Short Work Week Benefit

The Short Week Work Benefit for a particular benefit week will be calculated as the employees average standard hourly wage rate multiplied by the difference between 32 hours and the sum of the hours:

- i. He was paid in the benefit week;
- ii. He did not work but for which he was paid (including holiday pay); and
- iii. He did not work for reasons other than lack of work.

For purposes of this Article scheduled days off shall not be considered as days of lack of work.

ARTICLE 10 HOLIDAYS

10.1 Recognized Holidays

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	*Christmas Eve Day
Canada Day	Christmas Day
*Civic Day	*Boxing Day

There will be one additional paid holiday. This additional holiday will be considered a "floater".

If, during the term of this Agreement, the Canadian Federal or Provincial government pass legislation establishing a statutory holiday or holidays in addition to the ten (10) listed above under **Recognized** Holidays, the parties agree that any holiday observed under the terms of the Agreement or by local convention or practice as the "floater" that is not also a statutory holiday will be used to **recognize** and observe the newly legislated holiday and will no longer be considered a floater, whether or not the floater had been recognised as a substituted holiday for the life of the agreement. In any event, there can be no more than eleven (11) **recognized** and observed statutory holidays, unless that number is exceeded by statute.

Plants will observe Boxing Day on first regular scheduled work day, following Christmas Day.

**By Local Agreement, Civic Day, Christmas Eve Day and Boxing Day may be considered "floaters" Another recognized holiday of greater local significance may be substituted. The substituted holiday is not subject to change during the life of this agreement.*

10.2 Pay for Unworked Holidays

An employee who does not work on a holiday listed in Section 10.1 shall be paid for that holiday for the number of straight time hours he normally works on his regular shift but not more than eight (8) under the following conditions:

(a) If the Local Management finds it necessary to schedule an employee to work on a holiday and the employee does not report for work that day, he will not get any pay for the holiday unless he fails to report or to perform such work because of his illness or because of death in the immediate family (mother, father, mother-in-law, father-in-law, children, brother, sister, husband, wife and grandparents), or because of similar good cause.

(b) If a holiday occurs when an employee is absent due to sickness, absent on an approved leave of absence or absent due to layoff, he will be paid for that holiday provided that he must have worked during the calendar week in which the holiday occurs or the next preceding calendar week. An employee who is absent because of industrial injury sustained while in the employ of the Company will be paid for any holiday falling within the regular waiting period preceding payment of Worker's Compensation provided the Plant Nurse or Doctor **authorize** the absence and during the period he is being paid regular weekly Worker's Compensation. (This does not include any period covered by **installment** payments of award settlements.)

(c) If an employee works one (1) or more days within the thirty (30) calendar days immediately preceding a holiday and would be ineligible for holiday pay under sub-Section (b) hereof he shall nevertheless be entitled to holiday pay computed in accord with the first paragraph of this Section not to exceed two (2) holidays in any such thirty (30) day period.

(d) Holiday pay will be figured on the basis of the average straight time pay per hour (counting shift premiums and incentive pay) for the hours actually worked during the last full week worked before the week of the holiday.

10.3 Holidays During Vacations

One or more of the designated holidays for which an employee would (under this Agreement) get pay though he did not work may fall during the employee's vacation. In that case, he will be paid for the holiday not worked just as he would have been paid if the holiday had not fallen during his vacation. This is in addition to his vacation pay.

An employee may, however, be allowed an extra day's vacation with pay instead of the extra day's pay if he arranges for it with **Local** Management before leaving on his vacation and if this will not interfere with plant vacation schedules.

10.4 Pay for Holidays Worked

An employee who is required to work any of the observed holidays will receive the holiday pay provided for in Section 10.2. In addition, he will receive one and one-half (1 1/2) times his regular straight time hourly rate for the first eight (8) hours of work and two and one-half (2 1/2) times his regular straight time hourly rate for all hours he is required to work **over** eight (8).

10.5 Effect of General Increases

Holiday pay shall be adjusted by an amount per hour to reflect any general increase in effect at the time of such holiday but not in effect in the period used for calculating holiday pay.

ARTICLE 11 VACATIONS

11.1 Eligibility

(a) Upon completion of twelve (12) months (but not less than 1000 hours) of work, each employee immediately becomes entitled to one week of vacation with pay.

(b) After the first year of service which entitles an employee to one week of vacation as stated in Paragraph (a) above, an employee who has less than three years of service will be entitled to vacation with pay during his second and third years of employment based on the number of hours worked during the previous calendar year, as outlined in the following schedule:

<i>Hours Worked in Previous Calendar Year</i>	<i>Vacation Allowance</i>
<i>1000 hours or more</i>	<i>One week's pay (not less than</i>
	<i>40 hours nor more than 48 hours)</i>
<i>800 hours or more but less than 1000 hours</i>	<i>Three working days (24 hours)</i>
<i>600 hours or more but less than 800 hours</i>	<i>Two working days (16 hours)</i>
<i>400 hours or more but less than 600 hours</i>	<i>One working day (8 hours)</i>

(c) An employee must have been actively employed at some time during the calendar year to be eligible for vacation with pay during that calendar year. It is fully understood that no employee is entitled to more than one vacation during any one calendar year.

(d) Upon the date of completion of three years of continuous service, and in the succeeding years of employment until he completes five (5) years of continuous service, an employee will be eligible for two (2) weeks of vacation with pay (not less than 80 hours nor more than 96 hours).

(e) Upon the date of completion of five (5) years of continuous service, and in the succeeding years of employment until he completes ten (10) years of continuous service, an employee will be eligible for three (3) weeks of vacation with pay (not less than 120 hours nor more than 144 hours).

(f) Upon the date of completion of ten (10) years of continuous service, and in the succeeding years of employment until he completes twenty-three (23) years of continuous service, an employee will be eligible for four (4) weeks of vacation with pay (not less than 160 hours nor more than 192 hours).

(g) Upon the date of completion of twenty-three (23) years of continuous service, and in the succeeding years of employment, an employee will be eligible for five (5) weeks of vacation with pay (not less than 200 hours nor more than 240 hours).

(h) Hours of work mentioned in Paragraphs (a) and (b) include all time lost because of:

1. Established illness or injury up to a period of thirteen (13) consecutive weeks for any one absence. Substantial proof of such illness or injury must be provided by the employee upon return to work after any absence caused by such illness or injury.

2. Hours of vacation.

3. Time spent in the Armed Forces.

11.2 Rate of Vacation Pay

The hourly rate of vacation pay will be the average straight time hourly rate (including incentive earnings and shift premiums) for the first four of the last five weeks prior to the beginning of the vacation period. This hourly rate of vacation pay will be calculated for the **first** vacation period for an employee and will be used for subsequent vacation periods, if any, during the same calendar year. Employees who qualify for a full week's vacation (and also those who qualify for the additional week or weeks) will receive a week's pay computed as follows:

(a) The total of all hours worked in the previous calendar year will be divided by the number of weeks in which the employee has worked. This average will be multiplied by the rate of vacation pay mentioned in the first paragraph of this Section. Employees absent on official Union business under the provisions of Section 15.3 or 15.4 of this Agreement will neither be charged with any hours worked during any partial work week due to such absence nor the number of such partial work weeks, as weeks worked.

(b) In no case will the hours mentioned in the foregoing Paragraph (a) be less than forty (40) or more than forty-eight (48).

(c) Vacation pay will be paid on the last scheduled work day prior to going on vacation.

11.3 Payment of Regular Earnings

Pay earned by an employee during the pay period prior to his vacation period, and which becomes payable and is available on the pay day during his vacation period, will be paid on the **first** day the employee returns to work after the vacation period unless called for on the pay day.

11.4 Vacation Pay on Termination

When an employee who is eligible for a vacation is laid off for an indefinite period, or quits, or is discharged, before taking his vacation, the vacation pay to which he would have been entitled under this vacation plan if he had continued in employment will be paid at the time of such termination or layoff.

11.5 Continuous Service

(a) Continuous service to determine eligibility for the extra week or weeks of vacation will mean uninterrupted service with Crown Cork & Seal Canada, Inc. or its subsidiaries, and also uninterrupted service with another company which is purchased by Crown Cork & Seal Canada, Inc.

(b) Transfers from a subsidiary company to the parent company or vice versa will not be considered as causing an interruption in an employee's service record.

11.6 Time of Vacations

(a) Vacations will be taken at such times of the year as will not interfere with the efficient scheduling of operations in the plant, and must be arranged and approved by the Local Management. Insofar as possible, employees with the longer length of service will be given their preference as to the time of their vacations. Should an employee receive a temporary layoff during a slack period, or an emergency layoff (due to shortage of materials, etc.), the employee may elect to receive his vacation pay during such layoff.

(b) Vacation schedules will be arranged as early in the year as possible. Once an employee's vacation has been scheduled and approved by Local Management it shall not be changed within thirty (30) calendar days prior to the scheduled vacation unless by mutual agreement between the employee and his supervisor or for emergency conditions clearly beyond the control of the Company, such as fire, flood, storm, failure of utilities, or a labour dispute.

If rescheduling is necessary Local Management will attempt to arrange an alternate vacation period consistent with the employee's desires and seniority standing.

(c) Vacation must be taken annually and is not cumulative. However, any vacation started during the end of one calendar year may continue without a

break into the subsequent calendar year, and such vacation will be considered for the year in which the vacation started.

(d) Plant or Department shutdowns for vacation purposes may be provided if they will not interfere with the efficient scheduling of operations in the plant, and such periods are mutually agreed to by the Local Management and Local Union not less than sixty (60) days prior to the effective date of such shutdown. Such shutdown periods, however, will not exceed a total period of two weeks. Employees eligible for vacation in Departments or Plants where shutdowns are to occur must take vacation at that time.

11.7 Exceptions

The vacation plan applicable to salaried employees included in the clerical units covered by this Agreement is contained in Appendix B of this Agreement.

11.8 Effect of General Increase

Vacation pay computed on base periods prior to a general wage increase for a vacation or portion thereof scheduled after such wage increase in such year shall be adjusted for such increase.

11.9 Additional Payment

Each employee will be paid an additional payment of \$40 for each full week of regular vacation at the time he receives his regular vacation pay.

ARTICLE 12 SENIORITY

12.1 Purpose

(a) The purpose of the seniority provisions of this Article is to provide the maximum job security and promotional opportunity for all employees based on length of service while giving full consideration to efficient plant operations.

(b) Determination of the seniority units and such rules as may be necessary to implement the application of the above purpose shall be made by agreement between Local Management and the Local Union at each plant, provided that such provisions shall not conflict in any way with the provisions of this Agreement. The local seniority units and rules which are in effect on these subjects will remain in effect except as changed by mutual agreement between the local parties.

(c) Where necessary, local seniority agreements shall be modified to provide that an employee, other than a probationary employee, on layoff or about to be laid off, shall be given preference over new applicants for employment for any vacant job in the plant for which he is qualified, irrespective of unit, unless it is known at the time that such layoff will be not longer than two weeks.

12.2 Exception to Seniority In Case of Shutdown

To avoid confusion and interference with efficient plant operations when a complete or partial shutdown of any department occurs, seniority shall not apply with respect to temporary release from work for the balance of the shift on which a shutdown occurs.

12.3 Probationary Period

(a) Each employee shall be a probationary employee and shall not attain seniority status during the **first 60** working days. If an employee is laid off during the probationary period and is recalled to work within six months from date of layoff the days will be credited for time worked before layoff.

(b) Upon attainment of seniority status, the employee's continuous service date will be calculated from date of employment or reemployment, except that where an employee has been laid off for more than six months prior to attainment of seniority status, his continuous service date shall be calculated from his last hiring date.

(c) During such probationary period, all of the provisions of this Agreement shall apply unless specifically noted to the contrary except the probationary employee may be terminated or laid off for any reason. No grievance will be filed in connection with such termination or layoff except on the grounds of discrimination alleging violation of Article 3 of this Agreement.

12.4 Definition of Continuous Service

(a) Company Length of Service

Length of continuous service with the Company means uninterrupted continuous service with the Company at any of its locations or combination thereof from the date of employment or adjusted date of employment, if any, or from date of reemployment, or adjusted date of reemployment, if any, following a break in continuous service. Company continuous service shall be used for purposes of severance pay and interplant job opportunities in accordance with the provisions of this Agreement.

(b) Local Operating Unit Length of Service

Length of continuous service in a local operating unit means uninterrupted continuous service in a particular local operating unit of the Company from date of employment, or adjusted date of employment, if any, or from date of reemployment, or adjusted date of reemployment, if any, in the local operating unit following a break in continuous service.

(c) Seniority Unit Length of Service

Length of continuous service for seniority purposes means uninterrupted continuous service in a particular seniority unit from date of employment in the unit, or adjusted date of employment in the unit, if any, or from date of reemployment, or adjusted date of reemployment, if any, in the unit following a break in continuous service.

12.5 Causes for Loss of Continuous Service for Seniority Purposes

An employee will lose all seniority and continuous service if such service is interrupted for any of the following reasons:

- (a) He quits.
- (b) He is discharged for just cause, provided that his service will be restored if he is rehired within six months.
- (c) He is absent for three (3) consecutive working days without notifying the Local Management, unless he produces a good and sufficient cause for not notifying the Local Management.
- (d) He fails to return to work from layoff within three (3) working days from date of recall, unless he produces a good and sufficient cause for not reporting.
- (e) He fails to return to work at the end of an approved leave of absence unless he produces good and sufficient cause for not returning to work at the expiration of the leave.
- (f) There shall be no break in continuous service for seniority purposes for absences due to layoff, physical disability or permanent shutdown unless such absence continues for a period equal to the employee's prior continuous service for seniority purposes, but not less than two (2) or more than five (5) years. Any accumulation in excess of two (2) years during such absence shall be counted, however, only for purposes of job security and promotional opportunity under this Article 12, including local agreements thereunder, and shall not be counted for any other purposes (such as, but not limited to, Vacation Benefits, Insurance Benefits, and Pension Benefits) under this Agreement or any other agreement between the Company and the International Union.
- (g) Effective February 15, 1963 if any employee's rights were adversely affected under Article XII Sec. 5 (f) of the Agreement dated October 1, 1959, and such rights would not have been adversely affected if the provisions of Section 12.5 (f) of this Agreement had been in effect, he shall have such rights restored as provided in Section 12.5 (f) of this Agreement.
- (h) Employee accepts Severance Allowance under Article 26.

12.6 Accrual of Length of Continuous Service During Leave of Absence

(a) Leave for Personal Reasons (Section 15.1)

Length of continuous service during an approved personal leave of absence without pay will accrue during the term of the leave and any extension.

(b) Leave to Attend Union Convention (Section 15.2)

Length of continuous service during an approved leave of absence without pay to attend union conventions will accrue for the term of the leave of absence.

(c) Leave for Union Business (Section 15.3)

Length of continuous service during an approved leave of absence without pay for union business will accrue for a maximum period of two (2) years from date of leave.

12.7 Accrual of Length of Continuous Service During Illness

Length of continuous service will accrue during periods of personal sickness or injury subject to the provisions of Section 12.5.

12.8 Accrual of Length of Continuous Service During Layoff

(a) Length of continuous service will accrue during an employee's period of layoff subject to the provisions of Section 12.5.

(b) An employee cannot accrue length of continuous service in more than one local operating unit.

12.9 Aged and Partially Incapacitated Employees

Aged or partially incapacitated employees who have given long and faithful service in the employ of the Company will be given preference for such light work as they are able to perform. Such employees will be paid the established rate for the job which they perform.

If the assignment for such employees to lighter work will adversely affect the seniority status of any other employee in the seniority unit to which they are assigned, the assignment shall only be made after approval of the Local Union Committee.

12.10 Method and Form of Notification on Recalls to Work from Layoff

(a) An employee will be considered recalled to work if he is notified by telephone, in person, or if notice is sent either by registered mail, by telegram or by other reliable means, to the last address on record in the Plant Human Resources Department.

(b) Employee must keep the Plant Human Resources Department up-to-date on their addresses and telephone numbers.

(c) The Local Management will supply the Local Union Committee a list of employees (or other locally agreed upon procedure) recalled to work, indicating date of recall as well as date employee was directed to report. Such notice will be given promptly.

12.11 Transfers Outside of Local Operating Unit

If an employee is transferred to a job outside of the local operating unit and within one hundred fifty (150) calendar days from the date of such transfer loses such job for any reason other than one specified in Section 12.5, Local Management shall reassign him to his last job or an equivalent one in line with his seniority rights. If such employee remains on the job outside of the local operating unit for more than a total one hundred fifty (150) calendar days within

any calendar year or for one hundred and fifty (150) consecutive calendar days, he will lose all length of continuous service in his prior local operating unit. An employee accepting a supervisory position shall relinquish his right to return to the bargaining unit in the event he is transferred under this section more than once within any calendar year. The provisions of this Section shall be consistent with the provisions of Interplant Job Opportunities, Article 29.

12.12 Seniority Lists

The Local Management will prepare accurate seniority lists at the end of each calendar quarter. These seniority lists will be posted on the appropriate plant bulletin boards. Employees' names will appear on the seniority lists in order of their seniority unit date. Where two or more employees have the same seniority unit date, their seniority preference will be based on the order of processing by the Plant Human Resources Department on day of hiring, the first employee processed having preference.

12.13 Effect of Seniority Changes

There will be no retroactivity on any changes required by the application of any of the provisions of this Article except as specifically provided therein.

12.14 Notification of Layoff

Employees to be laid off shall be notified by the Local Management as far in advance of the layoff as is practicable.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 Purpose

The purpose of this Article is to provide an opportunity for discussion of any request or complaint and to establish a procedure for the processing and settling of grievances, as defined in Section 13.2.

13.2 Definition

A grievance is defined as any difference between the Local Management and the Union or employees as to the interpretation or application of or compliance with this Agreement respecting wages, hours, or conditions of employment. Any dispute over whether a complaint is subject to these procedures shall be handled as a grievance in accordance with the procedures prescribed herein.

13.3 Grievance Committee

The Local Management will **recognize** a Grievance Committee chosen by the Union from among the employees, of not more than ten (10) nor less than three (3) members, one of whom shall be the President of the Local Union, unless the Local Union determines otherwise. The size of the Committee presently in effect at each plant location will remain in effect unless changed by mutual agreement. When and if additional bargaining units are added to this Agreement, the number of Grievance Committeemen in such units within the above limits will be determined by mutual agreement. The purpose of the Committee is to settle with the Local Management any grievance appealed to Step 2.

13.4 Department Stewards

The Local Management will continue to **recognize** Stewards in those plants where Stewards are presently **recognized**. In these plants there will be no more than one (1) Steward on each shift in each **recognized** department. The Local Union agrees to give the Local Management in writing the names of the persons who will serve as members of the Grievance Committee and of Stewards, if any, and the departments they represent. The Local Union will keep the list up-to-date.

13.5 Time Off for Grievance Work

The Grievance Committee or Shop Stewards will have reasonable time off from their regular work to handle grievances within their own departments. They will not lose any pay for this time off. Grievance Committee members will also have time off from their regular work to attend Grievance Committee meetings with Management, investigate and prepare grievances, or do anything else the Local Management may ask them to in connection with the settlement of grievances. They will not lose any pay for this time off. When a Committeeman or Steward has to leave his place of work to handle grievances in his own or another department, he must get permission from his department Supervisor. When he goes into another department, he must obtain permission of the Supervisor of the department before talking with any employees at their work. This permission shall not be unreasonably withheld.

13.6 Procedure

At all steps in the grievance procedure the **grievant** and/or the Union representative should disclose to the Company representatives a full and detailed statement of the facts relied upon, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, Company representatives should disclose all the pertinent facts relied upon by the Company. If the Company representative shall consider a grievance at any step to be without merit, he shall clearly state the reasons for denial in the grievance answer.

If any grievance arises, every effort will be made to settle the matter quickly, under the procedure outlined below. The Company agrees it will not lock out the employees and the Union agrees there will be no work stoppage or interference with work.

13.7 Steps in Grievance Procedure

Step 1

(a) Within thirty (30) calendar days after wrong complained of was supposed to have happened or started to exist (but if the employee did not **find** out about the wrong immediately, he will be allowed thirty (30) calendar days after he reasonably should have found out about it to **file** the grievance) the employee, with a Grievance Committeeman or Steward, or if he so desires, alone, talks over the grievance with his Supervisor in a sincere effort to settle the problem. This does not preclude the handling of group grievances. The Supervisor must then give his oral answer to the grievance before the end of the second work day after the discussion.

If the Supervisor and the grievance representative, after full discussion, feel the need for aid in arriving at a solution, they may by agreement, invite an additional Company and/or Local Union representative from the plant as may be necessary to participate in further discussion, but such additional participants shall not relieve the Supervisor and grievance representative from responsibility for solving the problem. However, if additional assistance is requested and agreed to such meeting shall be held within three (3) work days unless the Step 1 representative agrees to an extension of time which will not exceed an additional 3 work days.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair **and** speedy solution of most of the complaints arising out of the day-to-day operations of the plant.

(b) If the Supervisor's oral answer is not satisfactory to the employee and the grievance representative determines that the grievance is meritorious, the grievance representative shall put the grievance into writing on forms provided by the Company. The written grievance shall be dated and signed by the grievance representative and employee (or other employees affected). It shall include a statement of the facts relied upon, the Section or Sections of the Agreement believed to have been violated and the corrective action sought. The written grievance must be presented to the Supervisor for his further consideration before the end of the second workday after he has given his oral answer. The Supervisor shall give his written answer to the grievance representative within 2 workdays after receipt of the written grievance.

(c) Grievances resolved at Step 1 shall be considered resolved without precedent and shall not be used in the discussion of other grievances or arbitration cases.

Step 2

If the written answer at Step 1 is not satisfactory, the Chairman of the Committee shall present the Grievance to the Plant Human Resources Manager or other designated Local Management representative within five (5) workdays after receipt of the Supervisor's written answer. The Plant Manager or his designated representative shall meet with the Grievance Committee within ten (10) workdays after the grievance has been appealed to Step 2 to consider the grievance.

At this step the representatives may by agreement invite to participate in the discussion such additional representatives from the plant as may be available for aid. The attendance of such persons will be limited to the time required for their testimony. Such additional participants shall not relieve the grievance representative and the Plant Manager or his designated representative from responsibility for solving the problem. The Plant Manager will give his answer in writing setting forth the reasons for the Company's position within five (5) workdays after the discussions are completed.

Step 3

If the answer to Step 2 is not satisfactory, then within ten (10) working days after the Grievance Committee has received the Plant Manager's answer, the staff representative of the Union will advise the Company's Human Resources Department by letter (with a copy to the Plant Manager and Local Union) of his desire to appeal. Discussion of the appealed grievance shall take place at the earliest date of mutual convenience following receipt of the notice of appeal, but not later than 30 days thereafter unless either party shall request in writing, with reasons therefore, that the meeting take place at a later date and the other party agrees. The staff representative of the Union and Grievance Committee will meet with the Company's Human Resources Representative and Plant Manager or his designated representative. The Company's Human Resources Representative will give his answer in writing no later than seven (7) working days after the hearing.

Step 4

If the answer to Step 3 is not satisfactory then within 20 calendar days after receiving the written answer of the Company's Human Resources Representative, the staff representative of the Union will make an appeal in writing to the Permanent Arbitrator, with a copy to the Company's Manager of Employee Relations, the Plant Manager, Local Grievance Committee and to the Union's Arbitration Department. Where grievances involve a job classification question, in accordance with Section B3.6 (e) the matter will first be referred to Director of Salary Division of United Steelworkers of America and the Company's appropriate Head Office department.

Within **30** calendar days after receipt of the Union's letter appealing the grievance to arbitration, the Permanent Arbitrator shall notify the Step 3 representatives of a date for a hearing after consultation with the designated representatives of the Union's Arbitration Department and the Company's Head Office.

The parties desire and encourage the arbitrator to issue all decisions within thirty **(30)** days of receipt of the transcript of the hearing if one is **utilized** and within thirty **(30)** days of the hearing if no transcript is involved.

A grievance appealed to any step of the procedure set forth herein shall not be further discussed or settled in any prior step except by mutual agreement of the designated representatives in the step to which such grievance has been appealed.

13.8 Observance of Time Limits

By mutual agreement and for good cause, reasonable extensions of time will be given either party in writing at any step in the Grievance Procedure. Any grievance that is not appealed to the next step within the specified time limits or extension of time **limits** will be considered settled on the basis of the last decision given. Any grievance that is not answer.

The Company shall not have the right to invoke the time limits under this Agreement to disallow a grievance because of late appeal unless the Union Representative responsible for advancing the case to the next step is first notified of its intention at least three **(3)** working days **(72 hours)** prior to the effectiveness of such disallowance.

Any Grievance that is not answered in writing or extended as provided above within the time limits specified at Step 2 and Step 3 of the Grievance Procedure shall be considered settled in favour of the Union with an appropriate remedy. The Union **shall** not invoke the time limits under this Agreement unless the Company representative responsible for answering the Grievance is notified in writing at least three **(3)** working days **(72 hours)** prior to the effectiveness of such forfeiture.

13.9 Minutes and Grievance Record

Local Management shall keep minutes at Step 2 which shall be jointly signed by the Chairman of the Grievance Committee and Plant Manager or his designated representative.

Minutes shall conform to the following outline:

- a. Date and place of meeting.
- b. Names and positions of those present.
- c. Identifying number and descriptions of each grievance discussed.
- d. Statement of facts agreed to by the Step 2 representatives.
- e. Statement of facts known to be in dispute.
- f. Brief statement of Union position.

g. Brief statement of Company position.

Step 2 meeting minutes shall be submitted to the Chairman of the Local Union Grievance Committee within five (5) workdays following the day the meetings closed. If the Chairman of the Local Grievance Committee is not in agreement with the minutes, he must within five (5) days indicate his exact exceptions and these, unless cleared up, will be made part of the minutes.

The written grievance, Supervisor's Step 1 written answer, Step 2 minutes and the Plant Manager's Step 2 answer shall comprise the grievance record.

13.10 Regular Arbitration

The parties shall agree upon the selection of a single Arbitrator whose remuneration shall be on a per diem fee basis. If the event of the resignation, incapacity or death of the Arbitrator, the parties shall as promptly as possible mutually designate a successor. Either party may, in its discretion, terminate the services of the Arbitrator and the parties will agree upon the selection of a successor. The parties shall arrange for such associate Arbitrators as may be necessary. If in the opinion of the District Director of the Union and the Manager of Employee Relations a special situation exists which calls for immediate arbitration and the permanent Arbitrator is not available, they may request the International Union and the Company to designate another Arbitrator to hear and decide such case in accordance with the provisions of this Agreement.

The Arbitrator shall not have jurisdiction to alter or amend in any way the provisions of this Agreement and his decision must be in accordance with the terms of this Agreement. His decision will be binding on the parties.

In all cases of contract violations as to which no back pay or other monetary pay is provided, the Arbitrator shall have the authority to provide for the posting of an appropriate remedial notice.

The Company and the Union will share equally the Arbitrator's fees and expenses, and any clerical or stenographic expense that both agree to.

Post-hearing briefs shall not ordinarily be filed. However, in a given case either or both parties with the consent of the Arbitrator or at his request may submit post-hearing briefs, if he deems such briefs necessary. Such briefs shall not result in an extension of the time limits for the issuance of a decision.

13.11 Expedited Arbitration

Notwithstanding any other provision of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances. The Expedited Arbitration Procedure shall be implemented in light of the circumstances existing in each plant, with due regard to the following:

1. Panels of arbitrators shall be designated for each agreed to area by the headquarters representatives of the parties. When such representatives agree

that the panel for any area is ready to function, the local parties and appropriate Step 3 Union and Company representatives will be informed so that the procedure may be **utilized**. A number of arbitrators sufficient to insure the successful operation of this procedure shall be selected. Their expenses and fees shall be borne equally by the Company and the Local Union.

2. This procedure shall be as follows:

a. Within ten **(10)** days after receipt of the Step 2 answer the Staff Representative shall determine which grievances shall be referred back to the Step 2 representatives for final disposition. Prior to advising the Local Union Grievance Committee of his/her determination of grievances remanded to Step 2 for disposition, the Staff Representative will so notify the Company's Step 3 Representative in writing. Should the Step 3 Representative of the Company deem that the issue should not be **referred** to Expedited Arbitration because it does not meet the criteria of Paragraph **5b**, he may request a review of the issue by the Union's Arbitration Department and the Human Resources Department of the Company's Head Office.

If the parties are unable to agree upon the disposition of the grievance, the Union shall have the option of processing the grievance to expedited arbitration. However, the Company may contest the suitability of the case for expedited arbitration solely on the basis that the grievance does not meet the criteria of paragraph **5(b)** of this section. If the Expedited Arbitrator rules that the case is not appropriate for Expedited Arbitration it shall be considered in the next third step meeting of the parties. If the Expedited Arbitrator rules that the grievance is a proper case for Expedited Arbitration that case shall be heard by another Expedited Arbitrator. If the Staff Representative does not send a grievance back to Step **2**, that grievance shall proceed to Step 3 as provided in Section **13.7**. Any referral of grievances back to Step 2 by the Staff Representative shall be confirmed in writing to the Company's Step 3 Representative with copies to the Local Union and the local plant management. The Step 3 Representatives may mutually agree to refer back any grievance discussed in a Step 3 grievance meeting.

b. As to any grievance referred back to the Step 2 representatives by the Staff Representative, the chairman of the local union grievance committee or his designated representative may appeal it to the Expedited Arbitration Procedure by notifying the Plant Manager or his designated representative within ten **(10)** days of receipt of the referral from the Staff Representative. The local plant representatives shall then arrange for handling in Expedited Arbitration as follows:

The list of members of the panel applicable to that plant shall be maintained alphabetically to be used by fixed rotation. The next panel members shall be contacted and requested to serve on the case or cases designated for Expedited Arbitration at a time and place agreed upon by the Step 2 representatives. The date for the hearing shall be within ten **(10)** days of the

appeal unless an extension of time is mutually agreed by the Step 2 representatives.

3. Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated representative of the Local Union and a designated representative of local plant management. Attendance of other persons at the arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.
4. The hearings shall be conducted in accordance with the following:
 - a. The hearing shall be informal
 - b. No briefs shall be filed or transcripts made.
 - c. There shall be no formal evidence rules.
 - d. Arbitration Awards cited by either party will be limited to decisions of the Permanent Arbitrator between the Company and the Union.
 - e. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.
 - f. If the arbitrator concludes at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the parties, the case shall be referred back to Step 3 of the grievance procedure and it shall be processed as though appealed on such date. The arbitrator shall render his written decision within two (2) workdays following the date of the hearing. His decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for his conclusion. These awards will not be cited as a precedent in any discussion of any other grievances at any step of the grievance procedure or in subsequent arbitration. The authority of the arbitrator shall be the same as that provided for in Article 13.10 of the Canadian Master Agreement.
5. a. Time limits referred to in this Article exclude Saturdays, Sundays and holidays and may be extended by mutual agreement of the parties involved in each particular phase of the procedure.
 - b. Grievances subject to this Expedited Arbitration procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
 - c. Decisions in Expedited Arbitration shall be consistent with the decisions of the Permanent Arbitrator in cases relating to the Company and the Union.
 - d. Duplicate originals of each decision shall be furnished by the arbitrator to the respective representatives presenting the grievance with copies to:
 - (1) Local Union Representative
 - (2) Union Staff Representative
 - (3) Union's International Office [Arbitration Department]
 - (4) Plant Manager

- (5) Company's Manager of Employee Relations
- (6) Crown Cork & Seal Canada, Inc. - (Department of Human Resources)

13.12 Retroactivity of Awards and Settlements

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed except as provided for in Section 9.10 and Section B3.6 (Description and Classification of New or Changed Jobs) of this Agreement.

13.13 Right to Process Grievance for Legal Heirs

In the event an employee dies, the Union may process on behalf of his legal heirs any claims he would have had relating to any monies due under any provision of this Agreement.

13.14 Pending Grievances

Any grievance which was presented in writing prior to the date of this Agreement and is in process of adjustment under the terms of the Canadian Master Agreement previously in effect, will continue to be processed under the terms of the prior Canadian Master Agreement and settled in accordance with it for the period prior to the date of this Agreement, and for any subsequent period in accordance with the applicable provisions of this Agreement. Any grievance which is presented in writing on or after the date of this Agreement which is based on the occurrence or nonoccurrence of an event prior to the date of this Agreement shall be processed in accordance with the grievance procedures of this Article 13. Such grievance shall be settled in accordance with the applicable provisions of the prior Canadian Master Agreement for the period prior to the date of this Agreement, and for any period thereafter in accordance with the applicable provisions of this Agreement.

13.15 Prior Proposals

The proposals made by each party with respect to changes in the labour agreements and the discussions had with respect thereto shall not be used, or referred to, in any way during or in connection with the arbitration of any grievance arising under the provisions of such agreements. This shall not limit in any respect the right of either party to express at the arbitration hearing its positions or its intent or interpretation with regard to the meaning of any provisions of the labour agreement.

ARTICLE 14 DISCHARGE AND
DISCIPLINARY PROCEDURE

14.1 Procedure

(a) Local Management will not take disciplinary action without first warning the employee, unless the facts warrant immediate suspension or discharge. In taking such action, Local Management shall not consider any disciplinary action involving the employee which occurred one year or more preceding the act which brought about the disciplinary action.

(b) Warnings will be given in writing or in the presence of a Union Committeeman or Steward as may be agreed upon between the Local Management and Local Union President. In the event of such warning in writing to the employee, a copy will be given to the Union Committeeman or Steward.

(c) Prior to deciding on the discharge of an employee, Local Management shall first suspend the employee for a period not to exceed five workdays. Within that period and before Local Management makes its decision, a hearing shall be held at which time the Local Union may present any facts or other information which it wishes Local Management to consider. Attendance at such hearing will be limited to the employee, two grievance representatives, two representatives of Local Management, and, by agreement, such witnesses who may have personal knowledge of the case.

(d) If an employee has been discharged or given a disciplinary layoff and he believes he has been unjustly dealt with, he may file a grievance at Step 2 of the Grievance Procedure, within five (5) workdays.

(e) If an employee has been discharged and a grievance filed under this Article is appealed to arbitration, it shall be identified as a discharge case in the Union's written appeal. The Permanent Arbitrator shall give priority to discharge cases when scheduling hearing dates. Grievances involving discharge shall be heard and decided within ninety (90) days of appeal unless the Arbitrator determines that circumstances require a longer period.

(f) Where grievances concerning written reprimands or suspensions of five days or less are to be arbitrated, they shall be arbitrated in the Expedited Arbitration Procedure unless the appropriate representatives of the parties determine, as set forth in Article 2(a) of the Expedited Arbitration Section, that such grievances should be arbitrated in the regular arbitration procedure; provided, however, that where grievances concerning any discipline involving concerted activity or multiple grievances arising from the same event are to be arbitrated, they shall be arbitrated in the regular arbitration procedure.

(g) The Company in arbitration proceedings will not make use of any personnel records of previous disciplinary action against the employee involved where the disciplinary action occurred one year or more prior to the date of the event which is subject to such arbitration.

14.2 Justice and Dignity

An employee whom the company suspends or discharges or whom it contends has lost his/her seniority under Section 12.5 (a) (b) (c) (d) and (e) shall be retained at or returned to active work until any grievance contesting such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.

However, the employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge if his alleged cause for suspension, discharge or termination presents a danger to the safety of employees or equipment in the plant due to fighting, theft, concerted refusal to perform their assigned work.

Grievance involving employees who are retained at work under this provision will be handled in the Expedited Arbitration Procedure unless the Union Staff Representative and the Manager of Employee Relations mutually agree otherwise. If the arbitrator upholds the suspension or discharge or break in service under Article XII, Section 12.5 of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

The above references to suspensions, discharges and terminations are examples and are not intended to be all inclusive but indicate how various types of issues will be handled.

14.3 Reinstatement and Back Pay

If it is determined or agreed at any step in the Grievance Procedure or decided by the Arbitrator that any employee has been disciplined or discharged unjustly, the Local Management will put him back on his job with no loss of seniority.

Unless a smaller settlement is agreed upon with the Union, the Local Management will pay the employee the amount he would have earned had he been working without offset of outside earnings. The Arbitrator may direct full pay or a smaller settlement but there shall be no offset of outside earnings from such award.

Payment will be made within 30 days after the grievance settlement of the issuance of an arbitration award. If payment is delayed in excess of thirty (30) days of an arbitrator's award, a penalty of 10% annually of the amount due will be assessed, provided either party has not requested clarification of the award or implementation of same.

ARTICLE 15 LEAVE OF ABSENCE
WITHOUT PAY

15.1 Leave for Personal Reasons

(a) An employee will be allowed a personal leave of absence without pay not to exceed thirty (30) calendar days if:

1. He requests it from the Local Management in writing;

and

2. The Local Management believes the leave is for a good reason and does not interfere with local operations, except in emergency situations when leave will be granted regardless,

If, however, the employee takes a job elsewhere during his leave of absence without joint approval of the Local Management and Local Union, he will be considered as having quit.

(b) A leave of absence will be extended for additional thirty (30) calendar day periods if there is a good reason and the Local Management and the Local Union Committee agree to it. **The** employee must request the extension in writing before his first thirty (30) calendar day leave is up.

(c) The Local Union will be notified of all leaves granted under this Section.

15.2 Leave to Attend Union Conventions

An employee who has been elected or appointed by the Union to attend national or provincial Union conventions may get a leave of absence without pay for this purpose. Not more than six (6) employees from any one plant may take such leave at one time and they must give the Local Management a week's written notice. This notice must be confirmed by the Local Union. The leave will not exceed two weeks plus reasonable travel time.

15.3 Leave for Union Business

Local Management will grant an employee a leave of absence of not more than four (4) years to work in an official capacity for the Local Union, the International Union, or a federated union body, or to work for a civic agency as a representative of labour. The provisions of Article 12.6(c) of the Canadian Master Agreement shall apply to a leave of absence in excess of two (2) years. The employee must request the leave in writing and the Union must approve it. This leave will not be extended beyond the four (4) year period mentioned above, nor will a new leave for Union business be granted to the employee if he returns to work for the Company.

Not more than two (2) employees from any plant may be on leave under Section 15.3 at any one time.

15.4 Leave for Union Activities

An employee who has been elected or appointed by the Union may get a leave of absence for the purpose of attending to Union-related activities.

15.5 Failure to Return from Leave

An employee granted leave under this Article will be considered as having quit if he does not return to work at the end of the leave or if he has taken a job somewhere else. Exceptions to this are mentioned in Section 15.3. The Local Management and the Union may make other special exceptions by agreement.

**ARTICLE 16 SAFETY, HEALTH
AND ENVIRONMENT**

16.1 Objective and Obligation of the Parties

It shall be the objective of the Safety, Health and Environment Program to eliminate accidents and health hazards. The Company shall continue to comply with appropriate Safety and Health legislation, provide a place of employment free of **recognized** physical and health hazards and shall maintain good housekeeping practices and sanitary facilities in each plant.

16.2 Safety, Health and Environment Committee

A joint Safety, Health and Environment Committee will be established at each plant comprised of equal representation from labour and management. Committees shall not have more than ten **(10)** nor less than three **(3)** Union members depending upon plant size. Committees already in effect will remain unchanged unless changed by mutual agreement. The Committee shall include representation from the salaried bargaining unit, where applicable.

A list of current members shall be posted in the plant. The Committee will:

1. Select two of its members (one from the Local Union and one from Local Management) to make an immediate investigation and report on serious accidents or disabling injuries in the plant.

2. Select two members (one from Local Union and one from Local Management) to make a monthly plant inspection. They will file a written report on findings.

3. Hold meetings as required but not less than once per month to review the results of the plant inspections, the reports on serious accidents or disabling injuries and review the effectiveness of the Safety, Health and Environment Program. Committee members only shall attend meetings unless otherwise agreed upon by the Committee. The Company shall provide the Union Safety Committee with minutes, including target dates set for completion of recommendations, of the monthly meeting within one week.

4. At the third monthly meeting in each calendar quarter the Safety and Health Committee shall make a review and evaluation of the preceding quarter's activities. The staff representative servicing the Local Union may attend and participate in this meeting.

5. Employees and Committee members are requested to promptly report hazards, unsafe conditions, or unsafe practices rather than wait for the monthly meeting. Action taken on reported hazards should be reviewed during the meeting.

6. It is agreed that the Union's Committee act hereunder exclusively in an advisory capacity and that the International Union, Local Unions, Union Safety, Health and Environment Committees and its officers, employees and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

7. The Company will discuss all significant intended changed circumstances and safety improvements with the Safety, Health and Environment Committee and affected employees in advance of their implementation.

8. During an inspection made by a Ministry of Labour official, the representative **authorized** by the employees shall not suffer loss of pay for time spent on the inspection

9. Where lost time is **authorized** regarding Safety, Health and Environment matters at the plant there shall be no loss of pay.

16.3 First Aid and Medical Examination

1. The Company will continue to provide adequate first aid facilities and access to emergency medical treatment when necessary as recommended by qualified medical personnel. The Company will also provide the services of a registered nurse or a qualified first aider.

A current list of qualified **first** aid attendant(s) will be posted in the first aid room or other designated location and such list will be provided to the Union. The Company will also provide emergency transportation on the day of injury to and from the emergency medical treatment centre for injured employees.

2. As an Advisory Committee to Local Management, this Joint Committee will be consulted in cases where in Management's opinion an employee who has been absent due to serious illness or injury should be requested to take a medical examination by a medical doctor of his own choice upon his return to work. The purpose of this examination will be to assure the individual and the Local Management that the employee is not assigned to duties harmful to the safety and health of himself and/or other employees.

The Local Management will make every effort to properly place an employee requiring either temporary or permanent consideration under this Section.

3. When it is determined by the Joint Safety and Health Committee that work-related medical testing is desirable, the Committee shall agree on the method by which such employees shall be tested. In doing so, the following factors shall be considered:

- a) expediency in receiving test results.
- b) consistency in monitoring through uniform testing and assessment,
- c) practical scheduling of such tests in a cost-effective manner.

The test costs shall be paid by the Company. Employees shall suffer no loss of pay while absent for testing.

16.4 Pay on Day of Injury

An employee hurt in an industrial accident will be paid for the hours lost receiving medical care on the day he was hurt at his straight time hourly base rate, plus any overtime premium and applicable shift differential. In cases where the attending doctor or nurse thinks the employee should not return to work and finish out the work day, he will be paid in accordance with the above for all hours he would have worked that day. When the injured employee returns to work and it is medically determined by the Company that subsequent treatment is required, and such treatment takes place during the employee's regular shift, he shall suffer no loss of pay.

16.5 Working Alone

Employees operating machinery shall not be required to work alone in areas beyond the call or observation of other persons.

16.6 Safety and Accident Reports

The Company shall furnish the Joint Safety and Health Committee in each plant with safety and accident reports so that the Committee will be better able to analyze all accidents, near misses, and unsafe working conditions and develop corrective recommendations.

16.7 Protective Devices and Equipment

Local Management will furnish such protective devices, safety apparel and equipment necessary to protect employees from industrial injury and industrial health hazards. Initial and replacement issuances will be made at no cost to the employee, when such replacements are necessary because of wear. Personal wearing apparel will not be paid for by the Company. A safety shoe allowance of up to \$85.00 will be provided to an employee who purchases safety footwear on a one-time basis per year. Reasonable provisions will be made by the Company for the cleaning and maintenance of such protective devices and safety apparel and equipment.

16.8 Complaints and/or Disputes

It is the intent of the parties that **no** employee shall be required to work under conditions which are unsafe or unhealthy, and that an employee who believes that he is being so required shall have the right to:

(1) File a grievance in the first step of the grievance procedure for preferred handling in such procedure and Arbitration; or:

(2) Notify his supervisor of such condition, which the supervisor shall investigate immediately. If the existence of such unsafe or unhealthy condition is disputed by the supervisor, the Chairman of the Safety and Health Committee or his designee the Plant Manager or his designee and the appropriate Union Safety representative shall be notified immediately and they shall investigate the condition and determine whether or not it is unsafe or unhealthy. If the issue is not resolved, the employee shall have the right to present a grievance in the second step of the grievance procedure. Safety and Health grievances shall be handled as expeditiously as possible.

(3) In the event that an employee is relieved for a job due to an unsafe condition, the Company, before assigning, shall advise any potential replacement of the grounds on which the job was contested as unsafe.

16.9 Safety Education and Training

All newly hired employees shall be given a joint orientation as developed by the Safety and Health Committee.

The newly hired employee shall be trained and instructed on all safety and health matters relating to the job and the responsibility to the employee and his/her fellow workers.

Chemicals, solvents and compounds which are generally known to pose a hazard to safety or health will be properly **labeled** where stored.

Safety Committees will be given annual refresher training in fire and health hazards associated with chemical solvents and compounds.

16.10 Alcoholism and Drug Addiction

Without detracting from the existing rights and obligations of the parties **recognized** in the other provisions of the Agreement, the Company and the Union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated program directed to the objective of their rehabilitation.

16.11 Employee Assistance Program

An employee assistance committee shall be established at each location comprised of members from the Local Union and the Company.

16.12 Worker Safety and Health Representative

A worker Safety and Health Representative, selected by the Local Union President from the bargaining unit, shall be appointed at each location. The Representative shall be or become a member of the joint Safety and Health Committee. Such employees shall be afforded time away from their regular duties according to the following schedule:

Bargaining Unit Population	Hours per week
Less than 21	2
21 to 50	3
51 to 100	6
101 to 200	10
201 to 300	15
301 to 400	18
401 to 500	21
501 to 600	25
601 to 700	29

Such hours shall be inclusive of those contained in relevant provisions of any present or future Legislation, and will be paid at the rate of the employee's regular function. However, such hours shall not include those spent attending joint Safety and Health Committee meetings and time spent performing the normal duties of a committee member.

The joint Safety and Health Committee at each location shall establish the duties to be performed by the Representative, and provide direction as required.

In unusual circumstances requiring immediate attention, the duties being performed may be preempted by the Local Union President.

Excepting unusual conditions, the Representative shall not be replaced during casual absences.

ARTICLE 17 APPRENTICESHIP AND TRAINING

The parties have agreed to a Joint Training Agreement covering Apprenticeship and Skilled Training Programs which is incorporated in this Agreement as Appendix E.

ARTICLE 18 BULLETIN BOARDS

Local Management will furnish the Local Union with bulletin boards in the plant. The Local Union will use this space for posting Union notices and official papers. Notices will be posted only by officially named Union representatives and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 19 COPIES OF AGREEMENT

The Company, the Local Management, and the Union want every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Company will print the Agreement and the Local Management will give a copy to each employee.

ARTICLE 20 NON-EMPLOYEE UNION REPRESENTATIVE

If an **authorized** Union representative who is not employed by the Company wants to speak to Local Union representatives in the plant about a grievance or other official Union business, he should first get permission from the Plant Manager or the Plant Human Resources Supervisor. Either of these men will then call the Local Union representatives to the Human Resources office, where they may confer. These talks will be arranged so that they will not needlessly interfere with production.

ARTICLE 21 MILITARY SERVICE

21.1 Legal Obligations

The Company will continue to fulfill its legal obligations under the applicable federal laws in reemploying employees inducted into the Armed Forces of Canada.

21.2 Military Service Benefits

(a) An employee with six months or more of continuous service with the Company having entered a branch of the Armed Forces of Canada since June 25, 1950, will be granted military service benefits in the amount and under the conditions specified below:

1. The Local Management must receive proof, on the Company form provided, of the employee's entrance into a branch of the Armed Forces of Canada.

2. The employee must be on active duty when the form is filed and when payment of bonuses is made.

3. Bonuses will not be paid to members of **organized** reserve components when on annual active duty.

4. Military service bonuses will be paid eligible employees on the following basis:

<u>Service</u>	<u>Amount of Bonus</u>	
	<u>Hourly Employees</u>	<u>Salaried Employees</u>
5 yrs. or more.....	1 month's pay	4 week's pay
1 to 5 yrs.....	1/2 month's pay	2 week's pay
6 months to 1 yr.....	1/4 month's pay	1 week's pay
Under 6 months.....	None	None

The hourly rate used in determining an employee's military service allowance will be his average straight time hourly rate for the first four of the last five weeks worked prior to entering the Armed Forces.

(b) An Air Forces reservist who is required to spend 5 to 7 days taking physical and other examinations prior to recall for active duty will be entitled to pay allowances as follows:

1. The Company will pay for each day so spent the difference between his straight time pay for the hours he would have worked and his military pay per day (including longevity pay and special increments such as flight pay, but excluding such allowances as rent, subsistence, uniform and travel). This will not apply to any day on which the employee would not have otherwise worked.

2. Payment will be made when the employee returns to work upon presentation of satisfactory proof of the amount of military pay received. A written statement on the Company form provided signed by the Finance or Disbursing Officer of the field to which the employee was sent is acceptable as proof. This statement should specify separately the amount of base pay the employee received and the amounts of various allowances, if any.

(c) If any other employee is required by the government to report for examination during working hours in order that his physical fitness for military service may be determined, he will be entitled to time off with pay for the time required at his regular straight time hourly rate.

The Local Management will determine whether compensation should be paid for all hours lost or whether it should be limited to part of the day. This depends on the hours an employee must report to the draft board, the time required at the board and the distance the employee must travel.

The Local Management should require adequate proof that an employee who requests time to report to his local draft board is actually required to so report during working hours. The employee's notice from the draft board will be adequate proof.

21.3 Disabled Employees

Any employee entitled to reinstatement under this Article who returns with service connected disability incurred during the course of his service shall be assigned to any vacancy which shall be suitable to such impaired condition during the continuance of such disability irrespective of seniority; provided, however, that such impairment is of such a nature as to render the veteran's returning to his own job or department onerous or impossible; and provided further that the veteran meets the minimum physical requirements for the job available or for the job as Local Management may be able to adjust it to meet the veteran's impairment.

21.4 Programs of Training

Reasonable training shall be given in the event employees do not qualify to perform the work on the job which they might have attained except for absence in such service.

ARTICLE 22 INSURANCE

The Company agrees to modify the Group Insurance Plan in accordance with the revised Plan dated February 22, 1999.

ARTICLE 23 PENSIONS

The Company agrees to modify the Pension Plan in accordance with the revised Pension Agreement dated February 22, 1999.

**ARTICLE 24 SUPPLEMENTAL
UNEMPLOYMENT BENEFITS PLAN**

The Company agrees to modify the Supplemental Unemployment Benefits Plan Agreement in accordance with the revised Plan dated February 22, 1999.

**ARTICLE 25 NO STRIKE, NO LOCKOUT,
NO LIABILITY ON PART OF UNION**

The Union agrees that there will be no strikes of any type for any cause during the life of this Agreement.

The **Company** agrees that there will be no lockout.

If, during the life of this Agreement, any employees engage in any strike of any kind, stoppages of work or slowdowns, the International Officers, Local Officers, and paid representatives of the Union will cooperate with the Company in ending such occurrence and returning the employees to work. It is understood and agreed that in the event of any strikes of any kind, stoppages of work or slowdowns on the part of any employees during the life of this Agreement, there will be no liability on the part of the **International** Union, Local Union, or any of their officers, representatives, or members, Employees who engage in any of these acts may be discharged or disciplined by the Company but shall have recourse to the **Grievance** Procedure provided for in Article 13 of this Agreement.

ARTICLE 26 SEVERANCE ALLOWANCE

26.1 Eligibility

Should the Company decide permanently to close the plant, and thereby terminate the services of employees, such employees who are terminated will be entitled to severance allowance subject to the provisions of this Article.

26.2 Amounts

If an employee affected by a plant closure or permanent layoff and does not transfer to **another** plant **under** Article 28, and does not have his continuous service broken **prior** to the date of closing, he may elect a Severance **Allowance** in accordance with the following provisions:

(a) The amount of any Severance Allowance shall be determined in accordance with the following schedule:

Schedule of Severance Allowance

Years of Continuous Service as of Date of Plant Closure	Payment Amount
Less than 5 years	\$500.00 times each year of continuous service
5 years or more but less than 10	\$5,000.00
10 years or more	1 Week for each year of continuous service to Max. of 26 weeks.

The above amounts shall be in addition to any severance or pay in lieu of notice entitlement under applicable provincial legislation, however the total of the severance paid under this plan and the severance paid under provincial legislation will not exceed one and one-half **times** the provincial entitlement. For clarity, any amount of pay in lieu of statutory notice will be disregarded for the purposes of calculations under this section.

(b) The **employee** may elect to receive his Severance Allowance at any time up to **120** days after the date of plant closing or the date of permanent layoff, if later.

(c) An employee who could qualify for a normal, **30-year**, disability or special early pension under the Pension Agreement as of the date of the permanent plant closing, or his last day worked, if later, or within 2 years thereafter, shall not be eligible to receive a Severance Allowance. Should such an employee die prior to retirement, an amount equivalent to the Severance Allowance to which he **would** otherwise have been entitled as of the date of the permanent plant closing, or his last day worked, if later (without interest from the date of entitlement), shall be paid in a lump sum to the beneficiary or other payee for the employee's group life insurance under the Group Insurance Agreement.

(d) An employee who could qualify for a deferred benefit under the Pension Agreement, but not earlier than the end of the **120-day** period provided under subparagraph (b) above, shall not be eligible to receive a Severance Allowance. Should such an employee die prior to commencement of deferred benefits, an amount equivalent to the Severance Allowance to which he would **otherwise** have been entitled as of the date of plant closing, or his last day worked, if later (without interest from the date of entitlement), shall be paid in a lump sum to the beneficiary or other payee for the employee's group life insurance under the Group Insurance Agreement.

(e) If an employee not eligible for a normal, **30-year**, disability or special early pension under the Pension Agreement should die between the date of the permanent plant closing or his last day worked, if later, and the last date he is entitled to elect a severance payment under subparagraph (b) above, and he has not elected to receive such a Severance Allowance, the amount of Severance Allowance computed in accordance with this Section **26.2** will be paid to the beneficiary or other payee for his group life insurance under the Group Insurance Agreement.

(f) Any Severance Allowance shall be paid in a single sum to the employee at the time of his termination but not earlier than the date of plant closing. If an employee shall have been on layoff prior to and on the date of closing and shall otherwise be eligible therefore, he shall be paid a Weekly Benefit for the week in which, such closing shall occur. The credit units credited to such an employee on the date of closing shall reflect any such Weekly Benefit paid.

(g) Any capital severance allowance shall be paid in a single sum to the employee at the time of his termination but no earlier than the date of closing or the employee's last scheduled shift.

26.3 Termination of Benefit Continuance

Except as otherwise provided in an existing agreement, payment of Severance Allowance under Section **26.2** above will terminate any further benefit continuance, any further rights under Article **28** and continuous service with the Company for all purposes.

26.4 Acceptance of Severance Pay

Upon application Severance Allowance will be paid to the employee in a lump sum at the time of termination unless he elects to remain on a layoff status as stated in **26.3**. Acceptance of severance pay by the employee will terminate his status as an employee.

ARTICLE 27 BEREAVEMENT LEAVE

27.1 The purpose of this Bereavement Leave is to reimburse active employees for wage loss in the event of death in the immediate family. An employee will be reimbursed (subject to Section **27.2**) for a period of up to three (**3**) successive days (one (**1**) day for spouse's brother and sister and spouse of employee's brother and sister) on which he would have otherwise worked. Bereavement Leave must be taken within seven days of the death, funeral or service.

27.2 Such reimbursement will be paid at the employee's regular straight time rate for a period not to exceed eight (8) hours per day and limited to absences occurring when the employee would have otherwise worked. The straight time rate shall be computed on the basis of the employee's average straight time hourly earnings for the hours actually worked during the week next preceding the week in which the absence commences or, if no work was performed during such preceding week, then during the most recent preceding week in which work was performed. Bereavement Pay will not be applicable if the employee receives pay for such days under any other Section of this Agreement.

27.3 Immediate family, for the purpose of this Section, is defined as employee's legal spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, stepchildren, stepfather, stepmother, stepbrother, stepsister, half-brother and half-sister.

27.4 In the event of death in the immediate family and all or part of the bereavement leave is taken during the employee's vacation, the three or less successive days the employee would have otherwise been on vacation shall be deemed bereavement leave day(s) and the employee shall receive pay in lieu of vacation for such days he would have otherwise been on vacation.

27.5 It is understood that an employee must attend the funeral or services to be eligible for the wage loss reimbursement outlined in this Article.

ARTICLE 28 INTERPLANT JOB OPPORTUNITIES

Benefits Of The Program

This Interplant Job Opportunity Program is designed to provide a covered employee opportunities for transfers to other Company plants in the event of extended layoff with a Relocation Allowance payable for certain changes of residence required to enable laid off employees to accept new employment with the Company.

Section 1 - Job Opportunities Within A Region

28.110 An employee of a P&M unit under this Agreement on layoff from a plant at which the Company has announced a permanent plant closing or an employee expected to be continuously on layoff and who had 2 or more years of seniority on the date of layoff and who is not eligible for an immediate pension and benefits under the Old Age Security Act, the Canada/Quebec Pension Plan (or other Provincial Plan, if any) shall be given priority over other applicants (new hires, including probationary employees) for job vacancies (other than temporary vacancies during June, July and August not exceeding 90 days) at other plants of the Company located within a limited agreed upon geographical region (hereinafter referred to as 'region'), where P&M unit is represented by the United Steelworkers of America, all in accordance with the following:

(a) The plants within each such agreed upon region are set forth in Appendix A(1) in this Agreement.

(b) The job vacancies for which employees shall be eligible under these provisions shall be only those that are not filled from the particular plant in accordance with the provisions of Article 12.

(c) An employee shall be given such priority only if he files within 6 months of the date of layoff with the management of the plant from which he is laid off a written request for such employment specifying the other plant or plants at which he would accept employment. The employee must, in person, make himself available for an employment interview at such plants in order to be given such priority.

(d) Employees who thus apply must thereafter be given priority in the filling of job vacancies (other than temporary vacancies of less than 90 days duration during June, July, August) over new hires and probationary employees shall be given such priority in the order of their continuous service (regardless of the time at which they make application), in each case provided such employees have the necessary qualifications (ability and physical fitness) required to perform the available job with the degree of proficiency required of other employees at such plant. For the purposes of this Article 28 a job vacancy shall include any job which is filled by a probationary employee. In the event it is determined that an employee is unable to perform the job to which the employee is initially assigned, the employee shall be reassigned in line with the employee's seniority, ability and physical fitness.

(e) An employee laid off from one plant who is offered and who accepts a job at another plant in accordance with the foregoing provisions will have the same obligation to report for work there as though he were a laid off employee at that plant. During his employment at that plant, he will be subject to all the rules and conditions of employment in effect at that plant.

(f) If an employee rejects a job offered to him under these provisions, or if he does not respond within 5 days to such offer directed to his last place of

residence as shown on the written request referred to in (c) above, his name shall be removed from those eligible for priority hereunder, and he may thereafter apply, pursuant to (c) above for reinstatement; provided, however, that he shall be entitled to only one such reinstatement during the period of 90 days after such unaccepted offer unless he is recalled to active employment and again laid off during the 90-day period after such unaccepted offer.

(g) An employee who accepts employment at another plant under these provisions will continue to accrue seniority at his home plant in accordance with the applicable seniority rules. If he is recalled to work at his home plant:

(1) He shall have an option to stay or return unless management directs him to return, in which event his seniority will continue to accrue at the other plant until the expiration of one of the following applicable periods if he has not returned to employment at the other plant by that time. The periods are as follows:

if recalled to a job class 9 or below job at his home plant,

6 months;

if recalled to a job class 10 or above job at his home plant,

1 year;

if promoted to a higher job classification after his recall to his home plant, any longer period of seniority accrual at the other plant as determined by one of the periods above shall apply as of the date of his initial recall to his home plant; at the expiration of which period it will be **canceled** if he has not returned to employment at the other plant. At any time within the period specified above, management at the home plant may give the employee the option of returning to the other plant. If the employee elects to return to the other plant, his seniority at his home plant shall be canceled.

(2) If management makes his return to his home plant optional and he elects to return, his seniority at the other plant will be canceled.

(3) If management makes his return to his home plant optional and he elects to remain at the other plant, his seniority at his home plant will be canceled.

(h) In the case of salaried employees, the provisions of (g) above shall apply except that the periods for accrual of continuous service for seniority at his own plant shall be as follows:

if **recalled** to a job class 5 or below job at his home plant, 6 months;

if recalled to a job class 6 through 9 job at his home plant, 1 year;

if recalled to a job class 10 or above job at his home plant, 1 1/2 years.

Section 2 - Job Opportunities Outside of Region

28.210 Priority in the filling of job vacancies (other than temporary vacancies of less than 90 days duration during June, July, August) in plants outside of the region (one region to another) where P&M unit is represented by the United Steelworkers of America, shall be afforded employees who have applied for employment in the region in which laid off and management has failed to provide employment and:

(a) (1) Who have 10 or more years of seniority or continuous service at the time of layoff from a plant at which the Company has announced a permanent plant closing, or

(2) Who are laid off due to permanent plant closing and who have 2 but less than 10 years of continuous service at the time of layoff, provided the plant at which the vacancy exists is within 100 miles of the plant being closed (or a longer distance if agreeable to the parties), or

(3) Who have 10 or more years of seniority or continuous service at the time of layoff from their plant and (i) in the opinion of the management are not likely to be returned to active employment in their plant or in a plant in the region within 2 years from the date of layoff, or have been on continuous layoff for one year and make application at their home plant, and (ii) within 30 days after being advised by the management of such option apply for employment hereunder.

(b) The plants within each such agreed upon region are set forth in Appendix A(1) to this Agreement.

(c) The job vacancies which employees shall be eligible under this Section 2 shall be only those that are not filled from the particular plant or from the particular region with employees with 10 or more years of service in accordance with Section 1.

(d) An employee provided a job under this Section in a plant outside of the region shall retain his home plant; seniority and shall continue to accrue seniority at his home plant in accordance with the applicable seniority rules; however, if he is recalled to his home plant and accepts such recall, he shall relinquish his seniority at his new plant and if he declines such recall, he shall relinquish his plant seniority at his home plant. If an employee is transferred to subsequent new plants and is then recalled to a former plant the same principle of seniority continuance or discontinuance will apply. An employee continuously on layoff from a plant will lose his seniority at that plant in accordance with Section 12.5.

(e) In filling such job vacancies hereunder, the provisions of paragraph 28.110 (c), (d), (e) and (f) shall be applicable.

Section 3 - Non-Preferential Interplant Transfers

28.310 Whenever any job in a P&M unit covered by this Agreement cannot be filled in accordance with the above provisions, management may offer such job to an employee laid off for reasons other than a permanent plant closing and who had **10** years of continuous service as of the date he was laid off and who is receiving Weekly Supplemental Unemployment Benefits under the **S.U.B.** Plan subject to the following:

(a) If such offer is made to an employee laid off for any reason other than a complete and permanent shutdown of a plant, such offer must be made after the employee has been continuously on layoff for one year or more.

(b) The job which management offers must be one which the employee has the ability and physical fitness to perform.

(c) The employee must be allowed at least **14** days to reply to any job offer, made pursuant to this paragraph.

28.311 If such employee refuses to accept such an offer, he shall not be eligible to receive Weekly Supplemental Unemployment Benefits under The Supplemental Benefits Plan, provided the offer conforms to the following requirements:

(a) The job which management offers must have already been offered to all employees, if any, with less seniority to whom the same job could be offered under this Section **3**, and who have not yet lost their eligibility for Supplemental Unemployment Benefits.

(b) The employee to whom such offer is made must have had 2 previous job offers under this Section **3**, and such offers must have been at least **15** days apart. Employees will be charged with all refusals if job offers made under this Section **3**; provided, however, only one employee can be disqualified for Supplemental Unemployment Benefits for each job opening.

28.312 The Company shall have the **final** right to determine such factors as the job and location to be offered to an employee, but it will make every effort to make such determination in accordance with each employee's preference as to the location of the jobs for which he wishes to be considered.

28.313 An employee who accepts a job which is offered to him under this Section 3, shall have the same obligation to report for work at his new plant as though he were a laid off employee at that plant. During his employment at such new plant he shall be subject to all of the rules and conditions of employment in effect at that plant.

28.314 If an employee accepts a job which is offered to him under this Section 3, and which is in the same region as the last job which he held, his seniority rights at his home plant and his new plant shall be governed by paragraph 28.110 (g). If such new job is in a different region than his last job, his seniority rights at his home plant shall be governed by paragraph 28.210 (d) above.

Section 4 - General Provisions

28.410 (a) An employee with 10 years or more of seniority or continuous service who has been laid off for reasons other than permanent plant closing and accepts employment under this Article 28 at least 50 miles from the plant from which he was laid off and who changes his permanent residence as a result thereof will receive a relocation reimbursement allowance under this Program promptly after the commencement of his employment at the plant to which he is relocated on the following terms:

(1) The amount of relocation reimbursement allowance will be determined in accordance with the following:

Miles Between Plant Location	Single Employees	Married Employees
50 - 99	\$ 400	\$1200
100 - 299	\$ 500	\$1300
300 - 499	\$ 600	\$1500
500 - 999	\$ 700	\$1900
1000 - 1999	\$ 900	\$2400
2000 or more	\$1100	\$2900

(b) An employee with 2 or more years of continuous service who is laid off as a result of a permanent plant closing and who accepts employment under this Article 28 at least 25 miles from the plant being closed, and who changes his permanent residence as a result thereof, shall be entitled to the following:

(1) Movement of normal household goods, arranged for by the Company.

(2) Reimbursement for the reasonable one-way transportation costs for the employee and his dependents to the new residence.

(3) Reimbursement for reasonable legal fees and other fees and closing costs of a new home up to maximum of \$500.

(4) A transfer bonus equal to \$75 per year of continuous service up to 10 years plus \$100 per year of continuous service for the next additional 10 years, plus \$ 125 per year of service in excess of 20 years. Such payment will be made after the employee has been employed at the new plant for 30 days. If the employee subsequently exercises his plant closing retirement rights as provided in Section 4, paragraph 28.417 of this Article the Company shall deduct such transfer bonus from the employee's special retirement payment.

(c) The employee must make written request supporting the amount of reimbursement allowance as described in paragraphs (a) and (b) above in accordance with the procedures established by the Company.

(d) The amount of any such relocation reimbursement allowance described in paragraph (a) and (b) above will be reduced by the amount of any relocation allowance or its equivalent to which the employee may be entitled under any present or future federal or provincial legislation; and the amount of the allowance paid under this Section shall be deducted from monies owed by the Company in the form of pay, vacation benefits, Supplemental Unemployment Benefits, pensions or other benefits, if within 12 months following the start of such new job, the employee quits (except as it shall be agreed locally that the employee had proper cause or as provided in paragraph 28.347 of Section 4) or is discharged for cause.

(e) Only one relocation reimbursement allowance will be paid to the members of a family living in the same residence.

28.411 An employee with 10 years or more of continuous service who obtains a job under any of the provisions of this Article 28 shall be entitled to receive the same Income Differential Allowance guarantee he was receiving prior to layoff for a period of one year from date of transfer. Following the first year, the employee shall be subject to the rate retention practices in effect at his new plant.

28.412 All local seniority agreements shall be modified to provide the following:

(a) An employee who has 10 years or more of continuous service or seniority at the time of layoff and who accepts a job transfer under any of the provisions of this Article 28 shall be credited with 2 years of local plant bargaining unit seniority at the plant to which he is transferred. This provision shall not be applicable to plants which were not covered by the Canadian Master Agreement on November 1, 1981, unless the local union at such plant agrees to make it applicable.

(b) If 2 or more employees are transferred to the same plant and have the same seniority date at the new plant then such employees shall be listed for seniority purposes in order of their continuous service even though each will have the same calendar date for seniority.

28.413 An employee rejected by the Company or not called for a job under the provisions of Sections 1 and 2 of this Article 28 shall have the right to process a grievance against such action at the Third Step of the grievance procedure through his home plant staff representative provided any back pay shall be restricted to the period beginning with the week following the initiation of such grievance. Any other grievances will be processed pursuant to Article 13 of the Canadian Master Agreement.

28.414 At each plant where more than one employee from a plant which has been permanently closed is offered and accepts employment under this Article 28, a common plant seniority date will be established for all such employees (and a separate but common seniority date, subject to the provisions of Section 4 paragraph 28.412(a) of this Article, shall be established for all employees who have 10 or more years of continuous service) which date will be the date that the first of such employees report for work at the new plant. Thereafter, all employees laid off from the same former plant who accept employment under this section will be placed on the seniority roster of the new plant in the same relative position they held at their former plant. This provision will be applicable only to those employees who request employment within the first 60 days immediately following the date of layoff, or such longer period if mutually agreeable.

28.415 For purposes of this Article 28, a job will be considered filled at the time an employee accepts an offer of employment under this Article 28.

28.416 If a laid off employee eligible for preferential employment under this Article 28 makes a reasonable request for information on job opportunities, expected hiring dates, and **pre-employment** hiring requirements at other plants covered by the Canadian Master Agreement, the plant will promptly notify the plants about which the employee has inquired and upon receipt of a reply provide this information to the employee and the Local Union. This service will not create a guarantee of employment or an obligation on the part of either plant.

28.417 An employee who has been laid off as a result of a permanent plant closing and who is eligible to retire on a "70/75" pension in accordance with the provisions of paragraph 3.2, Section 3 of the Pension Agreement but who requests employment under this Article 28 will be eligible for preferential employment, provided such employee has the necessary qualifications (ability and physical fitness) required of any other applicant for employment at the plant which offers the job. If the offer is accepted, the employee will retain plant closing retirement rights for one year of up to a two-year "creep" if needed to qualify for a "70/75" pension; that is, the employee can quit the new plant within this period and retire on a "70/75" pension if then eligible, or if 'creep' beyond one year is required for eligibility, retire on a "70/75" pension when and if eligible prior to end of two-year period from original plant layoff date. In either case pension benefits will be determined as though the layoff had continued at the home plant and there had been no intervening period of employment.

28.418 An employee who is laid off as a result of a permanent plant closing and accepts a job under the provisions of this Article 28 shall upon employment at the new location:

(1) Be immediately insured under the current active Insurance Plan if such coverage has not otherwise been retained.

(2) Be entitled to receive the same Income Differential Allowance guarantee he was entitled to prior to his layoff for a period of one year from the date of transfer.

(3) Be credited with the number of unused S.U.B. credit units he was entitled to at his old location.

28.419 The operation of this Article 28 will be subject to periodic review by a representative or representatives appointed by the Company and the Union respectively, who shall meet periodically to review the operation of this Article 28. The Company shall supply to these representatives pertinent information relating to the operation of this Article 28. The function of these representatives is to review any problems that arise as a result of the administration of this Article and to make recommendations to the parties for the solution of such problems. This review shall also include problems that may arise concerning seniority and the transfer of employees. Notwithstanding the references in the Article 28 to P&M units, the provisions of this Article shall apply to employees within the salaried bargaining units represented by the United Steelworkers of America, except as modified in paragraph 28.110(h). The filling of job vacancies under this Article 28 shall be between those bargaining units represented by the United Steelworkers of America and covered by this agreement.

28.420 Employees transferred under this Article 28 will not be entitled vacation pay during their first six months of employment at the new facility unless their regular vacation has been earned prior to layoff from their home plant. Regular vacation will be accrued at the new plant but will be forfeited if the employee quits within six months of accepting the IPJO transfer.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.1 The Company and the Union agree that technological change is both necessary and desirable for the viability of the Company and the ongoing security of its employees.

In recognition of the foregoing, the Company undertakes to reduce the effects of technological change on the employment security and earnings of employees who are laid off or demoted as a direct consequence of technological change. Any dispute regarding the implementation of technological change shall commence at Step Two of the grievance procedure.

29.2 Technological change means the introduction of:

- i) A new or modified method of operation, or
- ii) New or modified equipment, or
- iii) Material of a different nature or kind, or
- iv) Change in process or technology, which directly results in the displacement from his regular job, the lowering of his Job Class and/or a lay-off of any employee who has acquired **seniority**. The subsequent displacement of any employee by an employee directly displaced from a job in accordance with the foregoing shall also be considered to be a direct displacement due to a technological change.

29.3 The displacement of an employee from a job as a result of depressed business conditions, relocation or reassignment of equipment which is not the direct result of a technological change in such equipment shall be not considered to be a technological change.

29.4 In order to lessen the effects on employees who are adversely affected as a result of technological change, it is agreed that:

The Company shall notify the Local Union not less than **120** calendar days in advance of intent to institute technological change, setting forth the estimated number of employees affected, together with the nature and extent of the change anticipated. The Company will hold future meetings with the Union, as requested by the Union, for the purpose of discussing the progress of such change in good faith. During such meetings the parties will consider the following:

- i) The preservation of employment security within the Company where necessary, through attrition, retraining and relocation.
- ii) Doing everything necessary to assure the health and safety of all employees.
- iii) The input of all employees affected.
- iv) Economic efficiency in implementation and timing.

29.5 The Company and the Union with the Provincial or Federal Governments will participate in training or retraining of employees affected by technological change.

29.6 New jobs created by technological change shall be evaluated in accordance with Article **9.10** of this Agreement.

ARTICLE 30 TERM OF THIS AGREEMENT

30.1 Duration of Agreement

This Canadian Master Agreement will become effective as of February **22, 1999** and will remain in effect through February **17, 2002** except as may be specifically otherwise provided herein and will be automatically renewed thereafter for the successive periods of twelve (**12**) months unless either party requests a change in the Canadian Master Agreement by giving written notice to the other party not less than sixty (**60**) calendar days before February **17, 2002** or February **17** of any year thereafter.

Notwithstanding any other provision of this Agreement, the Group Insurance Agreement shall remain in effect until and including May **31, 2002**. However, any changes in the Insurance Plan (referred to in Article **22**) negotiated prior to February **22, 1999** shall be effective subsequent to May **31, 1999**.

30.2 Notification

Any notice to be given under this Agreement will be given by registered mail; and if by the Company, be addressed to the United Steelworkers of America,

234 Eglinton Avenue East, 7th Floor, Toronto, Ontario M4P 1K7 and if by the Union, to the Director of Labour Relations, Crown Cork & Seal Canada Inc. 7900 Keele Street, Concord, Ontario, L4K 2A3.

Either party may, by like written notice, change the address to which registered mail notices to it shall be given. This Agreement, signed and dated this ___ day of February 1999 shall become effective February 22, 1999 except as may be specifically otherwise provided herein.

SIGNATURES

This Agreement signed and dated this ___ day of February, 1999 shall become effective February 22, 1999 except as may be specifically otherwise provided in this Agreement and the Appendices hereto.

**CROWN CORK & SEAL
CANADA INC.**

**UNITED STEELWORKERS OF
AMERICA AFL-CIO-CLC**

APPENDIX A

The following are detailed descriptions of the bargaining units in Canada:

A1, 1 Production and Maintenance

244 Concord, Ontario

Includes all hourly rated production and maintenance employees, employed at Plant 244, but excludes all foremen, assistant foremen, and all other supervisory and administrative employees above such ranks, all salaried clerical employees, guards, watchmen, lithographers and field service representatives.

246 Saint-Laurent, Quebec

This bargaining unit includes all salaried employees under the meaning of the Labour Code save and except salesmen, office employees, lithographers, apprentice-lithographers, assistant foremen, foremen and all other persons above the rank of foreman.

250 Winnipeg, Manitoba

The bargaining unit is composed of a plant unit comprised of all employees of Crown Cork & Seal Canada, Inc. Limited except plant superintendent, plant production supervisor, customer equipment service representative, office and sales staff and those excluded by the Act.

258 Dorval, Quebec

This bargaining unit includes all salaried employees under the meaning of the Labour Code save and except salesmen, office employees, lithographers, apprentice-lithographers, assistant foremen, foremen and all other persons above the rank of foreman.

A1.2 Office Salaried

244 Concord

The bargaining unit includes all office, clerical and technical employees of Crown Cork & Seal Canada, Inc., at its Concord plant, save and except supervisor of scheduling, supervisor of material control, supervisor of drafting, persons above the rank of supervisor of scheduling, supervisor of material control and supervisor of drafting, industrial engineers, nurse, industrial accountant, general accountant, secretary to the plant manager and to the human resources manager.

APPENDIX A (1)

**Production and Maintenance, and Salaried
Bargaining Units
Region for Preferential Employment**

Region	Plant	Location
Eastern	246 St. Laurent 258 Dorval	Ville St. Laurent, Quebec Dorval, Quebec
Ontario	244 Concord 244 Concord (O&T) 245 Weston	Concord, Ontario Concord, Ontario Weston, Ontario
Western	250 Winnipeg	Winnipeg, Manitoba

APPENDIX B

Applying to Salaried Units

This Appendix is a part of the Canadian Master Agreement and sets forth certain provisions applicable only to the salaried units represented by the United Steelworkers of America, at the following locations:

Plant
244 Concord

Local Union No.
2514 O&T

ARTICLE B1 SICK LEAVE

The following plan shall remain in effect for the duration of this Agreement,

B1. 1 Absence Due to Illness or Accident

1. The purpose of this supplement is to provide for the continuation of salary payments, depending upon continuous service, to salaried employees during absences due to illness or accident.
2. An employee shall be paid his applicable hiring, development or standard weekly salary rate for absences due to personal non-industrial accident or illness or for industrial accident in accordance with the following:

	<i>Amount of Continuous Service but Less than</i>	<i>Balance bi-weekly work period and</i>	<i>Maximum Sick Leave Salary Continuance</i>
0-2 months			0 week
2 months	6 months	"	2 weeks
6 months	1 year	"	4 weeks
1 year	5 years	"	8 weeks
5 years	10 years	"	24 weeks
10 years	15 years	"	32 weeks
15 years	20 years	"	40 weeks
20 years & over		"	52 weeks

provided that a salaried employee who is receiving weekly sickness and accident benefits under the Company's group insurance plan will be paid the difference between his weekly disability insurance benefits plus any Worker's Compensation payments and his applicable weekly salary as defined above.

For the purpose of this Section, Monday, February 22, 1999 and every second Monday thereafter, shall constitute that start of a **bi-weekly** work period.

3. Salary continuance in accordance with the above table shall constitute the maximum payments for an employee's absences from work due to one or more personal disabilities in any twelve-month period; provided, however, that fractional initial pay periods for each disability for which salary is continued shall not be counted in the maximum salary continuance limitation set forth above. Should an employee receive his maximum salary continuance in a 12-month period, any succeeding maximum period shall not commence until another disability following his return to work.

4. Salary continuance payment shall not be reduced or discontinued as the result of any demotion or reduction in force which occurs during the applicable period set forth in the table of limitations so long as the employee remains disabled as defined in Section B 1.1 during such period.

5. To be eligible for payments under the provisions of this Section reasonable evidence (including, in appropriate circumstances, a certificate from a licensed physician) of disability due to sickness or accident will be required.

ARTICLE B2 VACATIONS

B2.1 Eligibility

(a) All salaried employees who have completed the required continuous service shall be entitled to vacation with pay within a calendar year in accordance with the following table:

<i>Continuous Service</i>	<i>Length of Vacation</i>
Less than six (6) months	None
Six (6) months but less than	
One (1) year within a calendar year	One (1) week
One (1) year but less than Five (5) years	Two (2) weeks
Five (5) years but less than	
Ten (10) years	Three (3) weeks
Ten (10) years but less than	
Twenty-three (23) years	Four (4) weeks
Twenty-three (23) years and over	Five (5) weeks

**Provided, however, that employees who complete six (6) months of continuous service and one year of continuous service in the same calendar year shall be entitled to receive only a total of two weeks vacation during such calendar year.*

(b) All vacation must be taken in the calendar year in which the eligibility for vacation falls. They shall not be accumulated from one calendar year to another. However, any vacation started during the end of one calendar year may continue without a break into the subsequent calendar year, and such vacation will be considered for the year in which the vacation started.

(c) An employee transferred from an hourly basis to a salaried basis shall be entitled to a vacation the same as if he had been on a salary basis during the preceding year, providing his total service meets the vacation eligibility requirements.

B2.2 Continuous Service

Continuous service to determine eligibility for vacation will mean uninterrupted service with the Crown Cork & Seal Canada, Inc., or its subsidiaries and also uninterrupted service with another company which is purchased by the Crown Cork & Seal Canada, Inc.

B2.3 Time of Vacations

(a) Vacations will, so far as practical, be granted at times most desired by the employees. In the event two or more employees have requested vacations at the same time, the senior employee will be given first choice, provided, however, the final right to allotment of vacation periods is reserved to Management in order to insure orderly business operations.

(b) If the production unit is closed down one week some time during the summer months for vacation purposes, it may affect the operation of the office. In this event, it may be necessary to close a portion or all of the office during this same period. In this event, the Union agrees to cooperate with the Company in encouraging as many of the office personnel as possible to arrange their vacations during this same period, it being understood, of course, that should this be necessary, the employees will be notified as far in advance as is possible, so that they can make their plans accordingly.

(c) Vacation schedules will be arranged as early in the year as possible. Once an employee's vacation has been scheduled and approved by Local Management it shall not be changed within thirty (30) calendar days prior to the scheduled vacation unless by mutual agreement between the employee and his supervisor or for emergency conditions clearly beyond the control of the Company, such as fire, flood, storm, failure of utilities, or by a labour dispute.

If rescheduling is necessary, Local Management will attempt to arrange an alternate vacation period consistent with the employee's desires and seniority standing.

B2.4 Vacation Pay

Hours of vacation pay for each week of vacation to which an employee may be entitled shall be the average number of hours per week paid for, including premium hours, during the twelve calendar months immediately preceding the month in which the vacation is taken. This average will be arrived at by totaling the number of hours actually paid for including the premium hours paid for during the twelve month period and dividing this total by the number of weeks in which the employee was compensated for work performed or for any vacation taken during this period. Pay for each hour of vacation pay as determined above shall be at the hourly equivalent of the employee's weekly salary in effect at the time the vacation is taken calculated by dividing his weekly salary including any applicable shift premium by 40.

In no case shall an employee receive vacation pay for less than 40 hours or more than 48 hours for any one week. A bonus of \$40 per week of vacation will be paid to each employee at the time of his regular vacation.

B2.5 Effect of General Increase

Vacation pay computed prior to a general salary increase for a vacation or portion thereof scheduled after such salary increase in such year shall be adjusted for such increase.

B2.6 Time of Payment

(a) When a salaried employee's pay day or days fall within his vacation periods, he shall be entitled to draw in advance at the time of leaving for his vacation, the amount that will be due him on such pay day or pay days, provided the Payroll Department has been given at least twenty-four (24) hours notice of his desire to draw such advance. The remainder of the salary, if any, accruing to the employee for the balance of his pay beyond the vacation period, shall not be payable until the pay day following the day of his return to work.

(b) An employee, who at time of termination, has not received the vacation from work with pay to which he is entitled, shall receive a vacation allowance, in lieu of such vacation from work, the amount of the allowance to be calculated in accordance with Section B2.4.

B2.7 Effect of Absence

Absence due to established illness or injury shall be considered as time worked in determining an employee's eligibility for vacation. If such absence extends into an employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness or injury begins after an employee commences his vacation, the original vacation shall remain in effect.

ARTICLE B3
SALARIES (Salaried Employees)

Except as otherwise provided herein, the provisions of Article 9 (Wages) apply only to hourly production and maintenance employees and do not apply to salaried employees, who will be governed by the following provisions:

B3.1 Cooperative Job Classification Agreement and Manual for Salaried Employees.

The parties have agreed on the principles and the basic procedures of a cooperative program for describing and classifying salaried jobs covered by this Agreement, and for the development and application of related administrative procedures. These principles and procedures have been incorporated in an agreement called "Cooperative Job Classification Agreement and Manual for Salaried Employees," which by this reference is made a part of this Agreement and shall hereafter be referred to as the Salaried Job Manual. The effective date of the Salaried Job Manual is October 1, 1955 or the date of certification of salaried units if later than October 1, 1955.

B3.2 Standard Salary Scales of Rates

At the time the provisions of the Salaried Job Manual are installed, the standard salary scales of rates for the respective job classes and the effective dates thereof shall be those set forth in Appendix D of this Agreement.

The standard weekly wage scale of rates for the respective job classes stating an increment increase of \$.80 per week between job classifications effective February 22, 1999, an increment increase of \$.80 per week between job classifications effective February 20, 2000, an increment increase of \$.80 per week between job classifications effective February 18, 2001, is set forth in Appendix D of this agreement. Whenever in this section reference is made to an adjustment payable or commencing on the first of a month, it shall become payable or commence on the Monday closest to the first of the month.

B3.3 Application of the Standard Salary Scales of Rates

(a) There shall be established in each plant a standard salary scale which shall contain one salary rate standard for each job class.

(b) The standard salary scale rate for a given job class shall apply as the standard rate for all jobs classified within that job class. In addition:

1. There is established for each job classified in Job Class O-1 through Job Class 4 a hiring rate at a level one job class increment below the standard rate for that job.

2. There is established for each job classified in Job Class 5 and above a hiring rate at a level two job class increments below the standard rate for that job and a

development rate at a level one job class increment below the standard rate for that job.

3. The hiring and development rates shall be applicable only to employees hired on or after February 15, 1971. Such rates shall be applied in accordance with (c), (d) and (e) below.

(c) The assignment of an employee hired on or after February 15, 1971 to the hiring, development or standard rate for the job shall be determined by the Company. Advancement from hiring rate to standard rate for jobs classified in Job Class 0-1 through Job Class 4 shall be after an interval of four weeks of work at the hiring rate. In the case of jobs classified in Job Class 5 or above, advancement from hiring rate to development rate shall be after an interval of four weeks of work at the hiring rate and advancement from development rate to standard rate shall be after an interval of thirteen weeks of work at the development rate.

(d) If an employee is assigned to the standard rate for the job on which he is hired, advancement as outlined in (c) above will not apply and such employee shall thereafter be paid the standard rate for the job or jobs performed.

(e) If an employee is hired for a job classified in Job Class 5 or above and is assigned by the Company to the development rate for the job for which he is hired, such employee shall continue at the applicable development rate for a period of thirteen weeks of work. After having completed the thirteen weeks of work, such employee shall thereafter be paid the standard rate for the job or jobs performed.

(f) Effective February 15, 1971, all employees as of February 14, 1971 shall receive the standard rate of the job class for the job to which assigned. Such employees shall thereafter be paid the standard rate for the jobs to which transferred, promoted or demoted except as provided below.

(g) When an employee is assigned temporarily to a job in a higher job class he shall receive the rate in accordance with paragraphs (c), (d), (e) and (f) above. The rate paid to the employee during such period of temporary assignment shall not affect the computation of the guarantee under Section B3.7. An employee performing work on a job of a lower job class on a temporary basis at the request or direction of Management shall receive the applicable rate he otherwise would have received if he had not been temporarily assigned or reassigned.

(h) An employee who is transferred from a job not covered by this Agreement to a job that is covered by this Agreement shall be assigned to the standard rate of the job to which transferred.

B3.4 Out-of-Line Differentials for Salaried Employees

(a) An employee who on September 30, 1964, was entitled to receive a "red circle" rate on any job shall receive either his applicable "red circle" rate for such job plus the general salary increases (excluding increases in job class increments for the applicable job classification) provided for in this Agreement or the

applicable standard salary rate for such job, whichever is higher. Out-of-line differentials are thereby reduced or eliminated by all Job class increment adjustments provided for in this Agreement on the effective dates of such adjustments.

(b) In the case of an employee receiving an out-of-line differential who is promoted to a job of higher job class, a new out-of-line differential shall be established if the new rate assignment is to a rate less than the rate from which promoted plus the employee's out-of-line differential. The new differential shall equal the rate from which promoted plus the terminated out-of-line differential minus the rate to which promoted.

B3.5 Salary Rate Inequity Grievances

No basis shall exist for an employee to allege that a salary rate inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this Agreement for any job which has been classified by the Joint Job Classification Committee or has otherwise been classified in accordance with the procedures established for classifying new or changed jobs.

B3.6 Description and Classification of New or Changed Jobs

The job description and classification for each job, established by agreement of the parties under provisions of this Agreement, shall continue in effect unless:

(1) Management changes the job content (requirements of the job as to training, skill, responsibility, and working conditions) to the extent of one full job class or more (1.0 points);

(2) the job is terminated by Management or not occupied during a period of one year, or

(3) the description and classification is changed in accordance with mutual agreement of officially designated representatives of the Company and the Union. In the event Management does not fill a job in the bargaining unit, the Local Union Committee upon request within ten (10) working days shall be notified within ten (10) working days of the disposition of all work functions of the unoccupied job.

When and if from time to time the Company, at its discretion, establishes a new job or changed job, the job content (requirements of the job as to training, skill, responsibility and working conditions) of an existing job to the extent of one full job class or more (1.0 points), a new description and classification for the new or changed job shall be established in accordance with the following procedure:

(a) Management will develop a description and classification of the job in accordance with the procedures for developing descriptions and classifications under the Salaried Job Manual.

(b) Local Management shall transmit to the **authorized** representative of the Human Resources Department of the Company, copies of the proposed job description. A proposed job classification and the applicable factoring for that job will be prepared and returned to Local Management.

(c) An **authorized** Local Management representative and Local Union representative shall promptly review the proposed job description and classification for the establishment of the new classification. Each such representative shall retain a copy of the agreed-to or otherwise established job description and classification.

(d) An appropriate number of copies of the agreed-to or otherwise established job description and classification shall be forwarded by Local Management to the Director, Office and Technical Department, United Steelworkers of America, and the **authorized** representative of the Human Resources Department of the Company.

(e) If Management and the Local Union representatives are unable to agree that the job description as submitted accurately describes the job, or are unable to agree on the classification, Management shall install the proposed classification and the standard salary scale rate for the job class to which the job is thus assigned shall apply. The Local Union Committee may at any time within thirty (30) days following the installation of the new or revised classification file a grievance alleging that the job is improperly classified under the job description and classification provisions of the Salaried Job Manual. Such grievances shall be processed under the grievance and arbitration procedure of this Agreement and settled in accordance with the job description and classification provisions of the Salaried Job Manual. Before the grievance is submitted to the arbitration procedure, it will be referred to the Director, Office and Technical Department of the United Steelworkers of America, and the **authorized** representative of the Human Resources Department of the Company. If agreement cannot be reached at this level, the grievance may be submitted to the arbitration procedure and the decision shall be effective as of the date the new or changed job was installed.

(f) In the event Management does not develop a new job description and classification, the employee or employees affected or the Union committee may, if filed promptly, process the grievance under the grievance and arbitration procedure of this Agreement requesting that a job description and classification be developed and installed in accordance with the applicable provisions of the Salaried Job Manual.

(g) When the Company changes a job but the job content change is less than one full job class (1.0 points), Local Management shall prepare on the Memo Of Changes In Job Description (Exhibit G of the Salaried Job Manual) a record of the change or changes in the job description and such record shall become a supplement to the job description and classification to enable subsequent

adjustment of the job description and classification in the event of an accumulation of minor changes **totaling** one full job class (**1.0** points). Copies of the Memo Of Changes If Job Description shall be distributed by Local Management in accordance with the Job Change Procedure set forth in the **Salaried** Job Manual. The Local Union Committee upon request made within ten (**10**) working days shall be notified within ten (**10**) working days of the disposition of any partial work function that may be removed from bargaining unit jobs.

If Management and the Local Union representatives are unable to agree that the Memo Of Changes in Job Description as submitted accurately reflects the job content changes, or are unable to agree on the classification, Management shall install the changed job and the Local Union Committee may file a grievance as set forth in Paragraph (**e**) of this Section. Such grievances shall be processed under the grievance and arbitration procedure of this Agreement and Paragraph (**e**) of this Section and settled in accordance with the job description and classification provisions of the Salaried Job Manual.

B3.7 Bi-weekly Work Period

(a) For the purpose of this Section, Monday, February 22, 1999, and every second Monday thereafter shall constitute the start of a **bi-weekly** work period.

Notwithstanding the weekly salary rates established, each employee scheduled to work any part of a **bi-weekly** work period (as defined above) will be guaranteed **80** hours of pay at no less than his regular salary (in accordance with Article **B3.3**) for such **bi-weekly** work period.

(b) Whenever a salaried employee is not scheduled by Management because of lack of work, he will be given (**1**) two weeks notice of layoff; or (**2**) pay in lieu of notice of layoff at no less than his regular rate of pay. In the event an employee is given notice as mentioned above, the Company may assign the employee to perform work for all or part of the two-week period at no less than his regular rate **of** pay in accordance with the terms of this Agreement or may allow the employee all or part of the time off from work with pay at no less than his regular rate of pay. Such notice (or pay in lieu **of**) may be given at any time during the bi-weekly pay period (as set forth in paragraph (a) above). However, such notice shall not become effective until the last day of the biweekly pay period.

Notice of layoff described in the preceding paragraph of this Section will not occur until Local Management meets with the Local Union Committee to discuss the reasons for the layoff and the employees affected. The Union Committee will be given an opportunity to discuss and resolve any issues relating to the effect of the reduction on the employees and their jobs. The Management will give due consideration to the recommendations of the Local Union Committee before final notice is given.

(c) In the instance where pursuant to Paragraph (**d**) of this Section, an employee is scheduled for less than **80** hours of work during a **bi-weekly** work period (as defined in Paragraph (a) of this Section), the applicable weekly salary

rate is the established base from which to calculate the proportional weekly salary rate.

(d) Prior to the commencement of any **bi-weekly** work period (as defined in Paragraph (a) of this Section), the Company may, as to any employee or group of employees, instead of decreasing the force, seek concurrence of the Local Union committee to divide work on a proportional pay basis and in the event of a disagreement, the Company shall not schedule the employees on a basis of less than 40 hours per week but shall reduce the force.

(e) The provisions of Paragraph (a) of this Section shall not be applicable to new employees hired and placed to work during the **bi-weekly** work period.

(f) Nothing in this Agreement shall require payment for time not worked during a **bi-weekly** work period due to causes such as:

1. Strikes or work stoppages in connection with labour disputes in or about the plant and/or offices.
2. Refusal of the employee to perform the work assigned.
3. Absence from work without just cause.
4. Voluntary absence from work.
5. Justifiable discharge or suspension from work.

(g) The Company may **authorize** absence from work within a **bi-weekly** work period without reduction of the weekly salary rate. This Paragraph does not affect the status, if any, which the Company's actions in heretofore permitting **authorized** absences without deduction from salary may have had under the Master Agreement effective October 1, 1955.

B3.8 Shift Differentials

The following shift differentials are established, and will be paid each employee for hours worked during a second or third shift as defined in Section 7.6 (Definition of Shifts for Application of Shift Differentials):

Second Shift	3% per hour premium
Third Shift.....	5% per hour premium

B3.9 Call-Out Pay

An employee who has already left the plant of the Company after completion of his scheduled shift and who is recalled for emergency work shall be paid double his regular straight time hourly rate for all hours worked on recall up to the starting time of his scheduled shift, but in any event not less than two (2) hours, except that he shall only be paid for the actual hours worked if called in less than two (2) hours before the starting time of his scheduled shift.

B3.10 Rate Retention

(a) It is agreed that practices as to rates of pay presently in effect in each salaried unit covered by this Agreement, with respect to transfers of employees

from higher to lower rated jobs or from lower to higher rated jobs, will be continued in effect unless and until changed by mutual agreement.

(b) The provisions of the Income Differential Allowance set forth in Section 9.14(b) shall apply also to the salaried employees.

B3.11 Travel Time

The provision of Section 9.2 1 (Travel Time) of this agreement will apply.

B3.12 Instructor

(a) An employee designated by the Local Management as an instructor will be paid as follows:

1. The standard weekly salary rate of two job classes higher than the standard weekly salary rate of his regular job, or

2. The standard weekly salary rate of two job classes higher than the highest standard weekly salary rate of any of the jobs on which the employees are being instructed, whichever is higher.

(b) The designation of an employee to the job of instructor will not be considered an employee's regular job, hence he will be paid the differential provided above only for those shifts actually worked as an instructor when so assigned by the Local Management. An employee assigned as instructor for part of a shift will be paid as an instructor for the entire shift. **No** rate retention practices will apply.

ARTICLE **B4** TRAINING AND
EDUCATIONAL ASSISTANCE

B4.1 Purpose

The Company and the Union recognise that improved equipment, methods and procedures create changes in the job structure of the clerical work force. The provisions of this Article are intended to assist employees in maintaining and improving skills related to their present employment with the Company and/or to assist in preparing them for foreseeable jobs by reimbursing them for cost of approved job-related credit courses taken in accredited higher educational institutions.

B4.2 Education Expense Reimbursement

A. To qualify for reimbursement under this Section an employee must be a regular full-time employee at the time of completion of the approved course or courses, except as provided under paragraph B4.5C of this Article.

B. Approved Courses. To be approved, the courses described below must be related to the employee's present or future work and/or potential for advancement.

1. On-campus or extension courses taken for credit and given by accredited higher educational institutions (colleges or universities).
2. Correspondence courses taken from schools approved by the National Home Study Council.
3. Professional courses taken from professional association approved sources (law, accounting, secretarial, etc.).
4. Technical courses taken from engineering/technical institutions not associated with colleges, universities or junior colleges.

B4.3 Extent of Assistance

A. All fees will be paid originally by the employee. Upon satisfactory completion of an approved course or courses, reimbursement will be made up to 80 percent of the cost of tuition, entrance or registration fees, laboratory fees and course required books. Reimbursement will be made for a maximum of \$900 during any one calendar year.

B. Employees whose jobs are or will be displaced because of automation or economic conditions may qualify for reimbursement up to 100% of the cost of tuition, entrance registration fees, laboratory fees and course required books (to a maximum of \$900) for approved courses that are taken to qualify them to take other jobs in the bargaining unit. All such approved courses must be directly related to existing or contemplated jobs within the bargaining unit. Courses attended by employees at the direction of Local Management will be 100% reimbursed. Local Management will be responsible for approving the situations applicable to 100% reimbursement.

C. It is understood that the reimbursement of \$900 in any calendar year is a maximum applicable to the employee's participation in either or both paragraphs A and B above, except where directed by Local Management.

D. When educational assistance is received by an employee from another source (such as Veteran's Administration, scholarship funds, foundations, etc.), the employee will receive reimbursement only for the difference between that assistance and the allowable Company reimbursement.

B4.4 Administration

A. Applicable for participation in the plan is to be filled out, in duplicate and submitted to his supervisor.

B. The Department Head will determine employee's eligibility and relation of course or courses to the employee's work and then forward the completed form to the Plant Human Resources Office.

C. In the event of a dispute as to the employee's eligibility or course determination the application will be referred promptly to the Plant Human Resources Supervisor and/or Plant Manager for a decision.

D. In the event that the employee does not meet the eligibility requirements, the application will be returned to him and an explanation of the reasons for ineligibility will be given to him promptly.

E. For reimbursement, an employee must submit evidence of satisfactory completion of the course or courses previously approved. Satisfactory completion will mean receiving a passing grade on the school's scale of grades.

F. The employee must submit evidence of payment of fees and costs reimbursable. The required documents must be submitted within **30** days of completion and will include a transcript of grades and receipts showing payment of tuition and other allowable fees.

B4.5 Miscellaneous

A. Local Management will approve all Institutions in advance before approving individual participation of employees.

B. Reimbursements for educational expense are subject to Income Tax. These reimbursements will be included in the employee's gross income and withholding tax deducted. An employee receiving an educational reimbursement will be given a form letter explaining the reimbursement and the tax deduction.

C. An employee who is laid off after he has registered or commenced work on the approved course or courses he elected to take will continue to be covered by the educational assistance plan only for the duration of those courses. Termination of employment with the Company will nullify any obligation of assistance under this Article.

**ARTICLE B5
MISCELLANEOUS PROVISION**

B5.1 Grievance Procedure (Modifies Section 13.3)

The Local Management at each plant at which clerical employees are represented will **recognize** a Grievance Committee chosen by the Union from among the employees of not more than eight **(8)** nor less than three **(3)** members for such employees. The size of the Committees presently in effect at each plant location will remain in effect unless changed by mutual agreement. When and if additional bargaining units are added to this Agreement, the number of Grievance Committeemen in such units within the above limits will be determined by mutual agreement.

B5.2 Definition of Regular Rate (Modifies Section 8.1)

For the purpose of computing overtime pay or for converting a weekly rate to a straight-time hourly rate where necessary under the provisions of this Agreement, the "regular rate" of an employee ~~will be~~ his base weekly salary, plus applicable shift differential, if any, divided by **40**.

B5.3 Allowance for Jury Service

An employee who is called for jury service or subpoenaed as a witness in a court of law or who has been subpoenaed to appear before a governmental agency in a matter to which the company has no detrimental interest will be excused from work without deduction from salary for the days on which he served as a juror or appears as a witness. The employee will present proof of jury service or service as a witness. When an employee is called for jury service or as a witness on a holiday, he shall be paid his regular pay for that day in addition to the payment he receives for jury service or as witness. This section does not apply to an employee who voluntarily seeks such service.

B5.4 Technological Change

The terms of Article 29 of this Agreement shall apply to the bargaining units covered by this Appendix.

B5.5 Office Conditions

Adequate heating, lighting and ventilation shall be provided in general office areas in accordance with provincial and local requirements or where necessary.

Any breakdown or malfunction of heating, lighting or ventilation equipment servicing the general office areas shall be adjusted, repaired, or replaced if necessary within a reasonable and practical period of time.

B5.6 Bereavement Leave for Salaried Employees

The purpose of this Bereavement Leave is to reimburse active employees for salary loss in the event of death in the immediate family. An employee will be granted leave and will be reimbursed for a period of three successive days (one (1) day for spouse's brother and sister and spouse of employee's brother and sister) on which the employee otherwise would have worked and which period includes the day of the funeral or service. Bereavement Leave must be taken within seven days of the death, funeral or service. It is understood that an employee must attend the funeral or service to be eligible for any reimbursement of salary loss.

Immediate family, for the purpose of this Section, is defined as employee's legal spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, stepchildren, stepfather, stepmother, stepbrother, stepsister, half-brother and half-sister. In the event of death in the immediate family and all or part of the Bereavement Leave is taken during the employee's vacation, the three (3) or less successive days the employee would have otherwise been on vacation shall be deemed bereavement leave day(s) and the employee shall receive pay in lieu of vacation for such days he would have otherwise been on vacation.

Any practice in effect which provides benefits that are in excess of or in addition to the benefits established above, shall remain in effect for the term of this Agreement.

APPENDIX C

The standard hourly wage scale of rates of pay for respective job classes shall be as follows:

****Standard Hourly Wage Rates***

Job Class	Effective 02/22/99	Effective 02/20/00	Effective 02/18/01
1-2	\$17.850	\$17.850	\$17.850
3	18.031	18.041	18.051
4	18.212	18.232	18.252
5	18.393	18.423	18.453
6	18.574	18.614	18.654
7	18.755	18.805	18.855
8	18.936	18.996	19.056
9	19.117	19.187	19.257
10	19.298	19.378	19.458
11	19.479	19.569	19.659
12	19.660	19.760	19.860
13	19.841	19.951	20.061
14	20.022	20.142	20.262
15	20.203	20.333	20.463
16	20.384	20.524	20.664
17	20.676	20.826	20.976
18	20.968	21.128	21.288
19	21.260	21.430	21.600
20	21.552	21.732	21.912
21	21.844	22.034	22.224
22	22.136	22.336	22.536
23	22.428	22.638	22.848
24	22.720	22.940	23.160
25	23.012	23.242	23.472

**Job class rates to be increased to reflect COLA fold-ins.*

APPENDIX D

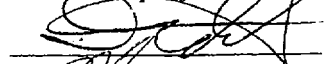
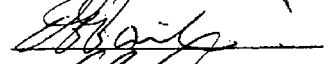
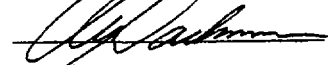
***Standard Weekly Salary Rates**

Job Class	Effective 02/22/99	Effective 02/20/00	Effective 02/18/01
1	\$716.10	\$716.10	\$716.10
2	731.20	732.00	732.80
3	745.30	746.90	748.50
4	759.40	761.80	764.20
5	773.50	776.70	779.90
6	787.60	791.60	795.60
7	801.70	806.50	811.30
8	815.80	821.40	827.00
9	829.90	836.30	842.70
10	844.00	851.20	858.40
11	858.10	866.10	874.10
12	872.20	881.00	889.80
13	886.30	895.90	905.50
921.20/14	900.40	910.80	
15	914.50	925.70	936.90
16	928.60	940.60	952.60


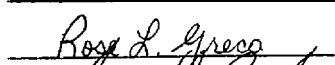
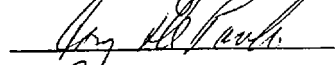

*Job class rates to be increased to reflect COLA fold-ins.

dated the 8th day of December, 1999 at Toronto, **Ontario**

for the Company

for the Union

APPENDIX E
TRAINING PROGRAMS

E1.1 Purpose

A. The purpose of this Appendix to the Master Agreement between the Crown Cork & Seal Canada, Inc. and the United Steelworkers of America (AFL-CIO-CLC) is to establish for each **recognized** trade, craft, or skilled occupation as defined in the CCIA Manual the standards and other related matters which are intended and designed to meet the following objectives:

(1) To provide the Company with an adequate number of fully qualified trade, craft or skilled employees for present and future needs, who through an **organized** and properly supervised program of training, related studies and practical experience develop a thorough knowledge of the proper methods and practices necessary to maintain a high level of workmanship, and

(2) To provide promotional opportunities to achieve fully qualified trade, craft or skilled status to all interested and qualified employees whenever it is practical to do so and the need exists for such training and to have uniformity in training programs for trade, craft or skilled jobs applicable to all local bargaining units covered by the Canadian Master Agreement. However, it is **recognized** that local training requirements, conditions and facilities may vary from one location to another and there may be certain prior written or oral training agreements or practices which the Local Management and/or the Local Union may wish to retain. To the extent they provide benefits in excess of this Agreement they will be retained.

E1.2 Number, Selection and Qualifications of Apprentices and Skilled Trainees

A. The number of apprentices in each trade or craft and skilled trainees at each location will be determined by the Local Management after consulting with the Local Union. However, the number of apprentices in any trade or craft will not exceed one apprentice for the trade or craft in the plant plus one apprentice for each five craftsmen in that trade in the plant. Exceptions to the maximum number of apprentices may be agreed upon between the Local Union and Local Management if unusual conditions warrant such exceptions.

B. Posting and Filling of Training Program Vacancies

(1) Local Management will announce openings for apprentices or skilled trainees at least two weeks prior to the final selection of the apprentices or skilled trainees by placing a notice of such openings on the plant bulletin boards and/or advising the Local Union Committee of such openings, together with the qualifications required of such apprentices or trainees. Where no such posting procedures exist appropriate methods of advertising such vacancies to all interested and qualified employees shall be established. Such vacancies shall be

filled on the same basis as other permanent vacancies and subject to the applicable seniority provisions.

(2) The basic purpose of training programs is to provide an opportunity for interested and qualified employees to be trained for higher rated jobs. Employees who are in a training program will be permitted to apply for another program only when such a move would result in a promotion.

(3) It is **recognized** that there may be exceptional cases wherein a fully qualified skilled employee may request an opportunity to be trained for a job which has the same rate or in rare instances a lower rate. Such cases will be investigated by the Joint Plant Training Committee and transfers allowed only by mutual agreement of the Committee.

(4) In filling apprenticeship and skilled training program vacancies in accordance with the entrance requirements as set forth in Paragraphs E and F of this Section, Management shall be limited to use of such examinations and evaluating procedures as are related to the physical and training program involved. Use by Management of such job related examinations and evaluating procedures as an aid in determining ability and physical fitness does not relieve the Company of its contractual obligation to promote the senior interested employee who has the ability and physical fitness.

(5) The Joint Plant Training Committee will meet to review all applicants for the apprentice or skilled training programs as provided for in this Appendix. They will make every effort to mutually agree upon the applicant who is best qualified to fill the opening based upon the requirements of the job and the various other qualifications to be considered.

(6) Should employees apply for such openings who do not meet the minimum requirements, and cannot demonstrate they have the ability and physical fitness qualifications required, they will be notified in writing together with the reasons for not meeting the qualifications. Any disagreement between the Company and the Joint Plant Training Committee as to the qualifications of any applicant will be subject to the Grievance Procedure beginning with Step 3.

C. Selection of applicants for apprenticeships or skilled training programs who meet the qualifications will be based on seniority without regard to race, creed, sex, colour or national origin in accordance with objective standards which permit review after full and fair opportunity for application.

the Company shall use such examinations and evaluation procedures as are related to the physical and training requirements of the particular occupation involved.

E1.3 Responsibility

A. The Plant Manager will have the overall responsibility for the success of the training programs at his location.

B. The departmental supervisors of the apprentices and skilled trainees during their training program will be directly responsible for seeing that apprentices and trainees receive the scheduled training in their departments. They will follow the progress of the apprentices and trainees during each phase of training under their supervision and report such progress, together with ratings of performance, on standard Company forms to the Local Management. They will make any recommendations which may be indicated, both as to the program as well as the individuals under the program, to the Local Management. When a supervisor's report on a trainee indicates a lack of progress or a below average rating of performance, or contains recommendations for a change in the program or the trainee's schedule, a summary of such report will be provided to the Joint Plant Training Committee.

C. At regular intervals of 1000 hours of actual training by the Company in a given trade, craft or skilled job, the employee in the training and the Joint Plant Training Committee will receive a determination of qualifications and ability from the Company to determine whether satisfactory progress has been made by the employee during the intervening period of time to warrant such employee's continuance in the training program. The determination of an employee's qualification and ability shall be discussed with the Joint Plant Training Committee. If such a determination involves removal of the trainee from the training program the Local Management will discuss such determination with the Joint Plant Training Committee in advance of removing the trainee from the program. Such determination will be subject to review under the Grievance Procedure beginning at Step 3.

E1.4 Local Seniority Practice

The Local Management and the Local Union will agree upon local seniority provisions to be included in the local seniority agreements covering the seniority status of apprentices and skilled trainees in their seniority unit.

E1.5 Terms of Training Programs

A. Apprenticeship and skilled training programs shall be continuous. However, in cases involving permanent and substantial loss of business, other than seasonal, a department or a plant shutdown or removal of equipment, the trainees' program may be canceled. In such cases, the Joint Plant Training Committee and the trainees involved will be notified in writing by Local Management as to the reasons for the **canceled** program.

B. **Recognizing** the need for flexibility in administering the continuous training programs, it may be necessary due to a reduction of the work force to remove the trainee from his program. When this occurs the trainee may request a fully

qualified skilled employee to accept the assignment that the trainee's seniority entitles him to. The fully qualified skilled employee, if he agrees, will be paid his normal rate for all hours worked on the new assignment.

C. In cases of apprentices, notice of cancellation of the program will be given to the Federal, Provincial or **Local** Apprenticeship Council. The seniority status of any apprentice or skilled trainee who has his program **cancelled** will be subject to the provisions of the Local Seniority Agreement and Canadian Master Agreement

D. The first one thousand (**1000**) hours of each apprenticeship and skilled job training program will be considered a probationary period for the employee in training. During this period, either the Company or the employee may cancel the employee's participation in the apprenticeship or training program. After the first one thousand (**1000**) hours, the apprenticeship or training program for an employee may be **cancelled** for just cause such as lack of interest on the part of the employee, inability to competently learn the trade or skill or refusal to perform scheduled work. Any such cancellation after the first one thousand (**1000**) hours (probationary period) will be subject to review under the Grievance Procedure, except cancellation where Management determines the need no longer exists for such training.

E1.6 Union-Management Training Committee

A. Union-Management Training Committee consisting of not to exceed three members to be appointed by the International Officers of the Union and three members to be approved by the Director of Human Resources will be established. This Committee will be responsible for administering the provisions of this Appendix in keeping with the Canadian Master Agreement.

B. Any deviations from this Training Agreement due to unusual local conditions must be approved in advance by the Union-Management Committee. If a Local Union and Plant Management desire to establish an apprentice or skilled trainee program which is not covered by this Agreement, or modify a program established in this Agreement, the details and reasons for such program will be submitted to the Union-Management Committee for approval before making it effective.

C. The Union-Management Committee will approve any changes or additions to the examination, evaluation or other selection procedures outlined in this Agreement. They will also establish any selection, examination and evaluation procedures not covered by the Agreement which may become necessary.

D. Any differences of opinion between the Local Management and the Local Union which concern the interpretation or application of the provisions of this Appendix and which cannot be resolved locally will be referred to the **Union-Management Training Committee** for consideration.

E. One of the primary functions of the Union-Management Training Committee is to insure a reasonably uniform application of the provisions of this Training Agreement. To assist in accomplishing this purpose each plant will

provide this Committee with a copy of all training programs and/or agreements or amendments to such programs and agreements which are or may in the future be put into effect.

E1.7 Joint Plant Training Committee

A Joint Plant Training Committee will be established composed of not more than five representatives of the Local Plant Management and five representatives of the Local Union.

The Local Plant Manager and Local Union President shall be considered as permanent members of the Committee.

This Committee will:

- (1) Select apprentice and skilled trainees as outlined in this Agreement.
- (2) Review and approve apprenticeship agreements in accordance with this program.
- (3) Review and make recommendations to Local Management for adjusting complaints from trainees regarding their training programs.
- (4) The Joint Plant Training Committee will meet monthly, unless otherwise mutually agreed, to review the progress of all apprenticeship and skilled trainees to recommend changes in training schedules, schooling and other training activities.
- (5) Generally be of assistance to all parties concerned as requested to insure successful operation of the training programs.
- (6) Minutes of each meeting will be prepared and distributed to each member of the Committee by Local Management.

E1.8 Credit for Related Experience

A. When a non-skilled employee is accepted into a skilled training program and he has had past experience operating equipment which is related to the training called for by the training program, such related experience will be evaluated by the Joint Plant Training Committee and he will be given credit in his training program of up to a maximum of **500** hours.

B. When a trainee is removed from one training program and is accepted into another, he will be given credit on a prorated basis up to a maximum of **1000** hours for the actual hours of training he had completed in the previous training program.

C. When a fully qualified trade, craft or skilled employee desires to upgrade himself and is accepted into another training program, he will be given **1000** hours credit in the new training program he has entered.

D. The Plant Manager is responsible for the final selection of all trainees. In making his selection he will take into consideration the recommendations and/or any disagreements of the Joint Plant Training Committee. Any disagreement between the Plant Manager and the Union as to the qualifications as outlined in this Article E1 of an applicant selected, as compared to the

qualifications of other qualified applicants being considered, will be subject to the Grievance Procedure. Any such grievance will commence in Step 3.

E. Applicants for apprenticeships shall meet the following minimum requirements:

(1) Not less than eighteen nor more than 45 years of age. Full credit towards extending the age qualification shall be given for all time spent in active military service and past practical shop experience in an accredited technical or vocational school.

(2) An applicant who has not successfully completed a minimum of eight years of elementary education or equivalent must demonstrate to the Joint Plant Training Committee that he has the potential to learn the particular apprenticeship job for which he has bid.

(3) Applicants shall be physically able to perform the work of the occupation and training program involved. In the determination of ability and physical fitness, the Company shall use such examinations and evaluation procedures as are related to the physical and training requirements of the particular occupation involved.

F. Applicants for skill training programs (other than apprenticeships) shall meet the following minimum requirements:

(1) An applicant who has not successfully completed a minimum of eight years of elementary education or equivalent must demonstrate to the Joint Plant Training Committee that he has the potential to learn the particular skilled job for which he has bid.

(2) Applicant shall be physically able to perform the work of the occupation and training program involved. In the determination of ability and physical fitness,

(3) When a qualified Assistant Automatic Assembly Line Maintainer is accepted into an Automatic Assembly Line Maintainer Training Program, he will be credited with four thousand (4000) hours toward the completion of his new training program. In addition, he will also receive credit for all hours in his new training program previously worked when temporarily assigned the responsibility of an Automatic Assembly Line Maintainer.

All hours spent in training and/or related studies at Company designated Training Centres, classrooms or other designated areas shall be paid for at straight time rates and credited toward completion of the program at two times the actual hours spent.

G. Credited hours shall not be used to reduce the probationary period required in Section E1.5 D.

ARTICLE E2 - APPRENTICESHIP TRAINING FOR TRADES OR CRAFTS

E2.1 General

The provisions of this Article E2 cover the general provisions for apprenticeship training in the following trades or crafts:

- Machinist
- Electrician
- Electrician-Electronic
- Repairman
- Tool and Die Maker
- Other Trade or Craft Jobs as mutually agreed upon.

E2.2 Apprenticeship Agreement

A. Each apprentice will, before commencing his apprenticeship, sign an apprenticeship agreement which will make the terms of this program a part of the Agreement.

B. An **authorized** representative of the Company and the Local Union will also sign the apprenticeship agreement which will be made out in **quadruplicate**. One copy will be given to the apprentice, one copy retained by the Company, one copy forwarded to the Local Union and one copy forwarded to the Joint Plant Training Committee for their review and file.

C. A recommended form of apprenticeship agreement is shown under Section E2.14. Where a Provincial or Federal Apprenticeship Agreement form different from the attached is required by law, such forms will be used.

E2.3 Approval of Federal, Provincial or Local Apprenticeship Committee

All apprenticeship agreements and local standards of apprenticeship for the **recognized** trade or craft jobs under this program will be in conformity with the standards of either the Federal or Provincial Committee on Apprenticeship or a Local Apprenticeship Council which is **authorized** by a Federal or Provincial Apprenticeship Committee. Such **organization** will have jurisdiction over conformity with the apprentice program and will be of any assistance possible in the development or modification of the Local Apprentice Agreements.

E2.4 Related School Work

A. In addition to the established hours of training and practical experience outlined in this Article, each apprentice will be required to satisfactorily complete a minimum of one hundred forty-four (144) hours of related vocational school or correspondence school work each year of apprenticeship. The Joint Plant Training Committee will determine the subjects for this related school work in accordance with this Agreement and will obtain and review attendance and progress reports on each apprentice to insure satisfactory completion of such

related schoolwork. Time spent in classroom for this related school work will be considered hours of work and the employee will be paid straight time pay for time spent in attending such school classes. Time spent on study or correspondence school work will not be paid for.

The Company may designate the school which the apprentice will use to obtain this related instruction and will work out the detail as to the days and hours he is scheduled to attend classes and study.

B. If the Company designates the related training outlined in this Section **E2.4** to be received from schools which require the payment of tuition fees for such courses of study, the Company will refund **to** the employee the cost of such tuition fees upon satisfactory completion of the apprenticeship, provided the employee maintains satisfactory grades for the courses received. (Tuition fees, as referred to herein, will include such charges as registration fees and books, but will not include any other miscellaneous items not required as a part of the course.).

E2.5 Certificate of Completion, Bonus and Tools

A. Upon the successful completion of the apprenticeship outlined in this program, the Joint Plant Training Committee will recommend the issuance of a Company Certificate of Completion of Apprenticeship and wherever possible, the Federal or Provincial Apprenticeship Committee will likewise issue a Certificate of Completion of Apprenticeship.

B. Each apprentice who has completed one of the recognised four year trade or craft apprenticeships shall be entitled to a bonus of one hundred (**\$100.00**) dollars from the Company on the signing of the Certificate of Completion of Apprenticeship.

C. A tool kit will be purchased by the plant and loaned to each machinist apprentice. The tool kit will become the property of the apprentice upon satisfactory completion of the apprenticeship program and the awarding of the Company Certificate of Completion of Apprenticeship. The apprentice will be responsible for maintaining the tools in good condition and replacing any of the tools which become lost or damaged.

E2.6 Credit for Previous Experience

A. When a fully qualified trade, craft or skilled employee is accepted into another apprenticeship program, he will be given **1000** hours credit.

B. Other employees from within the plant accepted for apprenticeship will have their experience reviewed by the Joint Plant Training Committee. They will be given up to a maximum of **1000** hours credit for that portion of the program they have already covered. If agreement is **not** reached on the credit to be allowed it is subject to the Grievance Procedure. Any such grievance will commence in Step **3**.

C. If an employee is selected to enter an apprentice training program and his rate at such time is above the minimum starting rate for such training program, in accordance with the wage progression schedule, such employee's rate will not be reduced but will not be subject to periodic progression adjustments in rate, until such time as his length of training would give him a higher rate in accordance with the wage progression schedule.

ARTICLE **E2.7**
TRADE AND CRAFT ALLOWANCE

To those employees working in Trade or Craft jobs, a Trade and Craft Allowance shall be paid as an "add-on" and shall not be part of the employee's standard hourly wage rates. It shall be payable for hours actually worked, for all short third shift hours paid for and for any reporting allowance and it shall be included in the calculation of overtime premium but shall not be part of the employee's pay for any other purpose and shall not be used in the calculation of any other pay, allowance, or benefit. This allowance shall be paid effective February 15, 1988 in accordance with the following schedule:

<u>Job Title</u>	<u>Certified Journeyman</u>	<u>I.C.</u>	<u>TCA</u>
Electronic Technician	Electrician	21	1.300
Tool and die Maker	Tool and die	21	1.300
Machinist/ Maintainer	Machinist	20	1.040
Machinist	Machinist	19	.780
Electrician	Electrician	19	.780
Millwright	Millwright	19	.780
Millwright	Millwright	18	.520
Plumber	Plumber	18	.520
Millwright	Millwright	17	.260
Welder	Welder	17	.260
Towmotor			
Mechanic	Auto mechanic	17	.260
Carpenter	Carpenter	15	.260
Painter	Sign Painter	14	.260

Where the amounts provided by the April 6, 1987 and February 15, 1988 Skilled Trades adjustments exceed the total of the Trade and Craft Allowance amounts and the extra February 15, 1988 14.1¢ increment increase, such excess shall be dealt with in accordance with the provisions of Article 9.8 of the Agreement.

E2.8 Apprentice Job Classes, Training Periods and Wage Progressions

A. The Job Classes, training periods and wage progressions outlined in this Section are established for trade or craft apprentices. Providing an apprentice under this program maintains satisfactory progress in all phases of this apprenticeship program and related school studies, he will receive the rate progression outlined in Paragraph C below.

B. Job Classes and Training Periods - The trade or craft jobs with applicable job classes and length of formal apprenticeship training programs are as follows:

Job Class 19	Electrician Machinist	4 year training program (8000 hrs)
Job Class 2 1	Tool and Die Maker (Machinists receiving the standard hourly rate of job can qualify for Tool and Die Maker classification by taking one additional year of apprentice training (2000 hrs.) with the Job Class 20 rate applying.)	
Job Class 2 1	Electronic Repairman (Electricians receiving the standard hourly rate of the job can qualify for Electrician-Electronic Repairman classification by taking one additional year of apprentice training (2000 hrs.) with the Job Class 20 rate applying.)	

If apprenticeship training programs are established by mutual agreement for other trade or craft jobs, they may be up to but shall not exceed the following duration:

Job Class 142 years (4,000 hours)
Job Classes 16 and 17	3 years (6,000 hours)
Job Class 183 ½ years (7,000 hours)

C. Wage Progression Schedule - A schedule of apprentice rates for the respective apprentice training periods of one thousand (1,000) hours of actual training experience with the Company in the trade or craft is established at the level of the standard hourly rates for the respective Job Classes in accordance with the CCIA.

D. Rates After Completion of Apprenticeship - Upon satisfactory completion of apprenticeship the employee will be paid the applicable rate in accordance with the Cooperative Job Classification Agreement between the Company and the Union.

E2.9 Apprentice Training Schedule - Electrician Apprentices

The 8000 hour schedule of training will be established by the Joint Plant Training Committee in accordance with the guidelines in the Joint Plant Training Committee Manual.

E2.10 Apprentice Training Schedule - Machinist Apprentices

The 8000 hour schedule of training will be established by the Joint Plant Training Committee in accordance with the guidelines in the Joint Plant Training Committee Manual. For those plants known as "machine shops", the 8000 hour schedule will be modified to provide the maximum training possible on all of the machine shop tools and functions available in the plant as well as other major machine tools or operations in the shops. The Local Management and Local Union will establish a mutually satisfactory apprentice schedule and submit such schedule through proper channels to the Joint Union-Management Training Committee for approval.

E2.11 Apprentice Training Schedule - Tool and Die Maker

A. Selection

The Local Management will determine the need for training Machinist craftsmen to become Tool and Die Makers and will select candidates in accordance with the appropriate Sections of Appendix E.

B. Training Schedule

1. The training period for a Machinist to become a Tool and Die Maker shall be two thousand (2000) hours on **recognized** tool and die work under competent supervision.

2. The Machinist will be given credit towards completion of this program for all of the hours he has worked on tool and die work at the tool and die maker's rate during the one-year period immediately prior to the date he was assigned to this tool and die maker's training program.

3. The 2000 hour schedule of training will be established by the Joint Plant Training Committee in accordance with the guide-lines in the Joint Plant Training Committee Manual.

C. Wage Rate Progression

1. The Machinist will receive Job Class 20 rate of pay during this two thousand (2000) hour training program.

2. When a Machinist Craftsman, who commences his apprenticeship as a Tool and Die Maker under this program following its effective date, completes the two thousand (2000) hours of training, he will be classified as a Tool and Die Maker and be paid the rate of Job Class 21.

D. Certificate

Upon satisfactory completion of this training program, a certificate will be issued by the Company indicating the individual is a Tool and Die Maker. However, an individual completing this program will not be entitled to any other benefits (such as bonuses of any kind, tools, etc.) accorded a Journeyman Machinist upon completion of an eight thousand (8000) hour apprenticeship.

E2.12 Apprentice Training Schedule - Electrician-Electronic Repairman

A. Selection

The Local Management will determine the need for training Journeymen Electricians to become Electrician-Electronic Repairmen and will select candidates in accordance with the appropriate Sections of Appendix E.

B. Training Schedule

1. The training period for an Electrician to become an Electrician-Electronic Repairman shall be two thousand (2000) hours on **recognized** electronic work under competent supervision.

2. The Supervisor of Plant Training with the assistance of the Joint Plant Training Committee will establish the training schedule and follow the progress of the training to insure continuity and successful completion. Not over one hundred forty-four (144) additional hours of related school work are to be taken during this training program. Any such related school work will be paid for a straight time rates and will be in accordance with Section E2.4 of this Appendix.

3. The two thousand (2000) hour schedule of training for **Electrician-Electronic Repairman** should include training in the following:

- (a) Electronic Panels, circuits and devices
- (b) Trouble shooting
- (c) Repair, Replacement and / or Adjustment

C. Wage Rate Progression

1. The Electrician will receive Job Class 20 rate of pay during this two thousand (2000) hour training program.

2. When an Electrician who commences his apprenticeship as an **Electrician-Electronic Repairman** under this program following its effective date, completes the two thousand (2000) hours of training, he will be classified as an **Electrician-Electronic Repairman** and be paid the rate of Job Class 21.

D. Certificate

Upon satisfactory completion of this training program, a certificate will be issued by the Company indicating the individual is an Electrician-Electronic Repairman. However, an individual completing this program will not be entitled to any other benefits (such as bonuses of any kind, tools, etc.) accorded a Journeyman Electrician upon completion of an eight thousand (8000) hour apprenticeship.

E2.13 Apprentice Training Schedule - Special Apprenticeships

A. There may be rare occasions at certain of the Company's larger plants for the Local Management and Local Union to consider the desirability of entering into apprenticeship agreements for the other skilled trades.

B. The number of apprentices for these trades will be few and the training to be provided will vary according to local facilities. It, therefore, is not practical to attempt to establish specific apprenticeship schedules for these trades. When the need arises for an apprenticeship in other trades, the Local Management and the Local Union, with the assistance of the Division Training Supervisor, will develop a tentative apprenticeship schedule for the apprentice and submit copies through regular channels to the Human Resources Office and the International Headquarters of the Union for discussion and approval by the Joint Union-Management Committee.

C. Where local apprenticeship programs covering other trades are approved, the apprentices will be selected and indentured in accordance with the provisions of this Appendix. Exceptions **to** the provisions of this Appendix will be the bonus which is granted to four year apprentices, also any tools or other such benefits normally granted to certain four year apprentices. Any questions or problems relating to apprentices covered by these special apprenticeship schedules will be referred to the Joint Union-Management Committee for consideration.

E2.14 Recommended Form of Apprenticeship Agreement

**CROWN CORK & SEAL CANADA, INC.
APPRENTICESHIP AGREEMENT**

This Agreement entered into this _____ day of _____, 19 ____, between the CROWN CORK & SEAL CANADA, INC. hereinafter referred to as the Employer and _____ born (date) _____ hereinafter referred to as the Apprentice.

WITNESSETH that the Employer and the Apprentice (and his parent or guardian if a minor) are desirous of entering into an Agreement of Apprenticeship in the _____ trade and do mutually agree as follows:

The Employer agrees to employ the Apprentice for the purpose of enabling the Apprentice to learn and acquire the trade of _____ under the terms and conditions contained in the Crown Cork & Seal Canada, Inc. apprenticeship program, and such plan is made a part of this agreement with the same force and effect as though expressly written herein. The Apprentice agrees to perform diligently and faithfully the work in such trade during the period of apprenticeship complying with the apprenticeship training program referred to above.

The parties to this agreement have read the apprenticeship plan for the _____ trade at the _____ Plant of the Crown Cork & Seal Canada, Inc. and have agreed to abide by its terms.

The Employer after discussing the matter with the Joint Plant Training Committee reserves the right to suspend or terminate the Apprentice for non-conformity with the rules and regulations of this program and also whenever business conditions necessitate a suspension or termination of the program.

IN WITNESS WHEREOF the parties have set their hand and seals

Apprentice

Address

Crown Cork & Seal Canada, Inc.

Address

Company Representative

Union Representative

The foregoing Apprenticeship Agreement, being in conformity with the rules and regulations of the _____ is hereby approved this _____ day of _____, 19__.

(Signature)

(Title)

If apprentice is a veteran and he applies for benefits from the Veteran's Administration, this Agreement will include any additional statements required by law.

**ARTICLE E3 - INSPECTOR TRAINING
METAL DIVISION**

E3.1 General

In accordance with Article 1 of this Appendix, an Inspector training program for the Company is established to provide a training schedule, progression rates and miscellaneous provisions for those new or present employees who are classified as Inspectors or General Inspectors in Job Class 13 or above.

E3.2 Number of Inspectors

The Local Management will determine the number of Inspectors required in each plant and/or department. This number may vary between plants and at various times within plants depending upon local conditions and requirements.

E3.3 Related Training

As a part of the training program, the trainee may be required to attend classes or to take correspondence courses to learn related vocational school work. The In-Plant Training may consist of Classroom or On-the-Job Training and experience under qualified supervision. All such time spent in related school work which is normally acquired off of the Company's premises (except Correspondence School study which will not be paid for) will be considered hours of work and paid for at the employee's straight time rate and the time spent will be credited towards completion of the training program.

E3.4 Training Periods and Wage Progression

A. Inspectors who are classified in Job Class 13 or higher, are considered as skilled jobs for the purpose of training under this Article.

B. The training periods, wage progression and rate application provisions for Inspectors are established under the CCIA.

E3.5 Inspectors Training Program Schedules

It is not practical to establish in this Article specific details of the training program for Inspectors. A 3000 hour schedule of training will be established by the Joint Plant Training Committee in accordance with the guidelines in the Joint Plant Training Committee Manual. The trainees will be rotated through the departments of the plant for training purposes, as it is considered desirable by the Local Management.

**ARTICLE E4 - MAINTAINER TRAINING
METAL DIVISION**

E4.1 General

Due to the varying requirements and methods of operation in the Company's plants, as well as the different types of equipment in those plants, it is not considered practical to attempt to establish specific training programs for all the different classifications of maintainers. Therefore, this Agreement will establish the programs for the principal types of maintainers used in the majority of the locations. The Local Management with the assistance of the Joint Plant Training Committee will develop maintainer programs to suit the individual plant conditions as the need arises. Such additional programs will be in keeping with the general provisions of this Appendix and will follow the general outline of this Article E4.

E4.2 Job Description - Maintainers

The approved job description under the CCIA for Automatic Assembly Line Maintainers and Automatic Press Line Maintainers are made a part of this Appendix and form the basis for the training programs.

E4.3 Other Maintainer Classifications

The primary functions of other Maintainer classifications are the same as those in Section E4.2 above, except for the equipment involved. Likewise, the duties will be similar to the above except for the equipment involved. The training programs developed by Local Management for such other Maintainer classifications, where needed, will take into consideration the primary functions, equipment and duties involved for such jobs. Any such other Maintainer programs will be approved by the Company's Human Resources Department and a copy submitted to the Joint Union-Management Committee for approval.

E4.4 Number of Maintainers and Selection

A. The Local Management will determine the number of Maintainers required in each plant and department. This number will vary between plants and within plants and departments depending upon local conditions and requirements.

B. Maintainer trainees will be selected in accordance with Article E1 of this Agreement.

E4.5 Training Periods, Wage Progression and Rate Determination

Training periods, wage progression and rate determination will be in accordance with the CCIA. Local Management, after consulting with the Local Joint Training Committee will determine the hours of training up to but not exceeding the maximum hours provided in the CCIA.

E4.6 Training Program Schedules

The schedule of training will vary according to the program and will be developed in accordance with the guidelines in the Plant Training Committee Manual.

**APPENDIX F
MEMORANDUM OF UNDERSTANDING ON
NEW EMPLOYEE ORIENTATION PROGRAM**

During our 1977 Negotiations, the Parties recognized the mutual desirability of establishing a coordinated program of orientation for new employees in the course of pre-employment processing.

Accordingly, during the term of this Agreement, the National Office of the Union will develop an appropriate education program of not more than two hours

duration designed for presentation by employees designated by the Union in facilities provided by the Company at its various locations. It is the intent that the Local Parties will coordinate the Union orientation sessions as to content and timing with the Company orientation program at each location. All materials, papers, texts, visual aids, and other educational or informational aids for the Union orientation program will be furnished by the Union at its expense. When the program is developed, it will be reviewed by a Joint Industry-Union Committee.

APPENDIX G
CONTINUOUS OPERATION SCHEDULE

WEEKS	4 WORK - 3 OFF - 3 WORK - 4 OFF						
	M	T	W	Th	F	Sa	Su
							W
	W	W	W	0	0	0	W
	W	W	0	0	0	0	W
CREW "A"	W	W	W	0	0	0	0
	W	W	0	0	0	0	0
	0	0	0	w	w	W	0
CREW "B"	0	0	W	w	w	W	0
	0	0	0	w	w	W	0
	0	0	W	w	w	W	0

SHIFT HOURS: 2 - 11.5 hour shifts (with a one-half hour unpaid lunch period).

LETTERS OF UNDERSTANDING

The following letters covering the referenced subjects were renewed and continue in effect until the **expiry** of the agreement as a result of our 1999 negotiations and are written to the District Directors of the **USWA** from the Director Labour Relations:

Subjects:

1. Job Combinations - Pure Jobs
2. CCIAM Job Incumbent
3. Combination of Production Maintainers and Operator Type Jobs
4. Credit For Related **School** Work
5. Leave of Absence - Union Business
6. National Review on Human Rights
7. Notification
8. Salaried Employees Direction Responsibility
9. Salaried Job Manual Committee
10. Third Shift Scheduling
11. Job Combination Guarantee
12. Group Insurance Administration
13. Continuous Operations
14. Local Supplements, Customs and Practices
15. Renewal of Local Supplements
16. Pure Trade, Craft and Skilled Job/Workload
17. Controverted Employee's Worker's Compensation Claims
18. Agreement for Repayment of Benefits
19. Supplemental Memorandum of Understanding
20. Temporary Rate for New Hires
21. IPJO Transportation (Toronto Area Only)
22. Students
23. Program on Plant Closings
24. Letter of Agreement on Conduct of Affairs
25. Back Pay Settlements
26. Apprenticeship Programs
27. International Aid and Development

Subject 1: Job Combinations - Pure Jobs

This will confirm our understanding reached at the 1977 Negotiations as follows:

A. All trade, craft and skilled jobs shall be maintained as pure jobs without the inclusion of non-skilled functions. However, significant reduction of individual job requirements due to changes in business or equipment may create conditions which will not justify the pure classification. During such circumstances, non-skilled functions may be added to a trade, craft or skilled job but only on a regular basis and only so long as the conditions justifying such arrangements continue to exist.

The parties do **recognize** that certain non-skilled functions are inherent parts of skilled jobs and the inclusion of these functions as part of a skilled job will not be a violation of this understanding. Example of this include:

1. The normal tending duties assigned to Maintainers which include operating functions (such as operating a **coater**, operating a two-piece line), and lubricating equipment which the employee is assigned to maintain.
2. Maintainers preparing equipment for operation.
3. Relief.

This understanding will not apply to any above-mentioned job combinations prior to March 1, 1977. All jobs, at all presently existing plants combined subsequent to March 1, 1971 which do not meet the requirements set forth in this understanding, will be adjusted to reflect these standards.

B. With respect to Production and Service jobs (not including trade, craft and skilled jobs), no combination nor increase in work requirements shall be made on any job which shall result in unreasonable work requirements. Whenever management contemplates combining Production and Service jobs or increasing the work requirements of a job, it will notify the Union in advance unless the circumstances preclude such advance notice. Any suggestions received from the Union will be considered; and upon request, management will provide the Union with an explanation of the facts and the reasons for the change. If after reasonable experience with such change, which will normally be thirty days, and considering the facts and any explanation provided by the Company, the Union believes that the work requirements created by such change have been made unreasonable, it may file a grievance in the Second Step within 60 days of the date of such change. The grievance shall include a statement setting forth the specific facts which the Union believes warrant its claim of an unreasonable work requirement.

Should the grievance be appealed to arbitration, it will be docketed, heard, and decided within 90 days of the appeal, unless the parties determine circumstances require otherwise. If the Arbitrator determines that the work requirement is unreasonable, he shall only have the authority to order management to remedy the unreasonable work requirement.

Subject 2: CCIAM Job Incumbents

This will confirm our understanding regarding changes made to the Cooperative Can Industry Agreement and Manual 1977.

Such changes shall not be a basis for any employee to bump (displace) another from his job at the time the changes are installed. In other words, incumbents on jobs at the time the Manual changes are installed shall remain on their jobs. However, movements to other jobs for other reasons (such as job openings, an increase or decrease in the workforce, etc.) shall be made in accordance with existing seniority provisions.

**Subject 3: Combination of Production Maintainer and
Operator Type Jobs**

This will confirm the understanding reached during the 1977 Canadian Master Agreement negotiations on the captioned item. Combination of Production Maintainer and Operator type job(s) will not take place during overtime and reduced operations unless that combination existed during the basic work week.

The above will not be applicable in the event of unexpected absences or emergencies beyond the control of the Company.

**Subject 4: Credit For Related School Work
(in effect since 1977)**

The Joint Plant Training Committee shall **authorize** the use of correspondence or home study courses when other instruction is not available. The Committee shall also determine the hours to be credited to the skilled trainee or apprentice prior to the commencement of the course. Such hours shall receive double credit toward the completion of the Skilled Training Program of apprenticeship. Employees enrolled in the approved courses shall not be paid for the time spent in these courses.

Subject 5: Leave of Absence - Union Business

This is to record the understandings reached at the 1988 Negotiations with the Union regarding the calculation of benefits payable under the Pension Agreement, made effective February 17, 1992, for employees who have been granted leave for Union business.

1. If any employee while on leave for Union business, retires pursuant to and during the term of the said Pension Agreement and is entitled to a lump sum retirement allowance, such allowance shall be computed on the basis of the "average straight time hourly rate" in effect at the time of retirement for the labour grade in which he last worked prior to the commencement of his leave for Union business, and if he is not entitled to a vacation in the calendar year of retirement, then, from the amount of such allowance there shall be deducted an amount equal to the vacation pay to which he would have been entitled in the calendar year of his retirement (calculated on the basis of 40 hours per week) and on the basis of the aforesaid hourly rate had he remained in active employment with the Company and had not been granted such leave for Union business, but he shall not receive any such vacation pay.

2. For purposes of determining an Employee's Job Class under Section 4.0 (c), or an employee's Maximum Benefit limitation under Section 4.7 of the said Pension Agreement, if an Employee shall be absent from work without pay on account of **authorized** time off on Union business or as a result of leave granted by the Company to permit him to serve on Union business, the Employee's Job Class and gross earnings shall be adjusted for the purpose of computing his

pension or deferred benefit so that they will be fairly representative of such Job Class and gross earnings which would have been applicable to him if he had not been absent without pay on the basis of the labour grade in which he last worked prior to the commencement of his absence for Union business, and the "average straight time hourly rate" and "Cost of Living Adjustment" applicable to such labour grade.

Please confirm the foregoing as an agreement between the Company and the Union by signing the form of confirmation on the attached copy of this letter and returning the signed copy to us.

Subject 6: National Review on Human Rights

This will confirm the understanding reached by the parties during the 1988 Negotiations regarding the captioned matter. The Company and the Union have agreed that meetings will be held to review Human Rights matters upon the request of either party.

Subject 7: Notification

During the negotiations of the 1977 Canadian Master Agreement, the parties discussed the many problems involved in notifying employees in advance of their reporting for work, when work cannot be provided because of circumstances outside the Company's control as covered in Article 9, Section 18, of the Canadian Master Agreement.

The parties **recognize** that both geography and the lack of uniform communication facilities hinder the establishment of any one reliable means of notifying employees when necessary and, therefore, such must be left to local determination.

Local management will meet with each local union and arrange the method to be **utilized** at the plant in the event such notification is necessary. Full use will be made of public communications media, including radio and other available means as determined locally to insure that every reasonable effort is made to notify employees in advance of their reporting to work.

Subject 8: Salaried Employees Direction Responsibility

This will confirm our understanding reached during 1977 Negotiations with regard to the above subject.

Any job that directs a normal force of **1, 2,** or 3 persons shall receive at least one **(1)** job class higher than the highest job directed, paragraphs (a) and **(b)** of Factor VII direction differential notwithstanding.

Any job that directs a normal force of four **(4)** or more shall receive at least two **(2)** job classes higher than the highest job directed, paragraph **(c)** of Factor VII, direction differential notwithstanding.

Subject 9: Salaried Job Manual Committee

This will confirm our understanding reached during the 1977 Canadian Master Agreement Negotiations that the Committee comprised of representatives of the Office and Technical Department of the United Steelworkers of America and the Company's appropriate Human Resources Department established by our letter of June 25, 1971, will continue for the term of this agreement.

This Committee is to supplement the Salaried Job Classification Manual applicable to the Company by the development of new Benchmark Job Descriptions and Classifications, together with appropriate factor level weighting and factor level wording that are necessary to achieve consistent applications of the Manual to cover existing or new functional activities entailed in the operation of mechanical or electronic office equipment and additionally to cover other new functional activities as may be mutually deemed appropriate.

The supplements to the Manual shall become effective upon approval by the parties and will be applied on a current basis in accordance with the provisions of the Manual and the Canadian Master Agreement. Personal out-of-line rate differentials will be established if required by current application of the supplements to existing jobs.

The Committee and the Chairman shall be guided by the principles set forth in the Manual but shall not be empowered to revise the factors or coding or the Benchmark Jobs and Job Classifications already established by agreement and included in the Manual.

Should the Committee not reach agreement in supplementing the Manual as provided above, the Union members may submit the matter on the basis of a joint stipulation to the Arbitrator in accord with the Grievance Procedure, under the Canadian Master Agreement. The Arbitrator's sole role will be to determine where the new or changed jobs fit in reference to the previously established Benchmarks. The decision of the Arbitrator shall be accepted by the parties who will adopt such recommendation except as they may otherwise mutually agree.

Subject 10: Third Shift Scheduling

This is to record the understanding reached during 1977 Negotiations with the Union relative to beginning the work week with the third shift at those locations where such a schedule is mutually agreed to, in writing, between the Local Union and the Local Management.

Such agreements shall provide the following:

1. The third shift shall be considered as having been worked on the same calendar day as the first and second shifts which immediately follow.
2. Third shift start-up crews scheduled to report to work prior to the regular shift starting time (12:00 midnight) shall be considered to be on the same shift and day of work.

3. When followed by a regular **first** shift of production or preceded by a regular second shift, a short third shift of six and one-half (**6 ½**) hours, excluding the meal period, will be scheduled. Employees scheduled to work such short third shift will receive eight (**8**) hours pay provided they have worked the shift as scheduled.

4. Other Provisions of Section 7.4 concerning night shift differentials, payment of the one and one-half (**1 ½**) hours shift premium and night shift differentials, overtime, the definition of which jobs will be scheduled for a normal eight (**8**) hour shift when the plant has no regular short third shift operating as well as the computation of holiday hours and pay and vacation hours and pay are unaffected by this Memorandum and will remain applicable.

5. For the purposes of applying Section 8.5 and other provisions of the Canadian Master Agreement including the Group Insurance, Pensions and Sub Agreements, employees who commence working late Sunday evening as a part of the Monday third shift shall be considered to have commenced work on Monday.

6. This Memorandum will remain in effect between the parties for the duration of the 1995 Canadian Master Agreement.

Subject 11: Job Combination Guarantee

This will confirm our understanding reached during negotiations regarding Job Combination Guarantee.

It was agreed that wherever the combination of (a) direct labour jobs with direct labour jobs, (b) direct labour jobs with indirect labour jobs, or (c) indirect labour jobs with indirect labour jobs occurs, the combination job will be factored in accord with the principles of the Manual. If the resulting factoring does not produce at least a one job class increase over the highest rated job in the combination, the combined job will nevertheless be granted a one job class additive over such highest rated job in the combination. This guaranteed additive shall remain in effect and will not be affected in the event of additional combinations. If the job or jobs responsible for producing the guaranteed

additive are eliminated from the combination, the guaranteed additive is eliminated.

Excluded from consideration for the guaranteed additive shall be:

1. A job that is an inherent duty of another job in the combination.
2. All Job Class 1, 2, and 3 jobs which are included in combination with Job Class 5 or higher jobs.
3. Multi-Unit or Line assignments.
4. Traditional multi-purpose direct labour jobs such as Feed and **Offbear** Press, Slitter or Scroll Shear; Feed Double Seamer and Tend Tester; Feed and Tend **Coater**; Stacker Operator, Tend Waxer and Load Turner; Set Up, Seal and **Offbear** Cartons, etc.
5. Trade, Craft or Skilled jobs when combined with themselves or with tending or direct or indirect labour jobs.
6. Tending jobs when combined with tending or direct or indirect labour jobs.
7. Combination of job assignments occasioned by reduced operations, when the time of the occupants on the job would not be normally utilised unless the jobs were combined.

The above procedure will become effective on March 1, 1981

Subject 12: Group Insurance Administration

This will confirm the understanding reached during 1986 Negotiations with respect to the administration of the Group Insurance Plan. If the Company determines the need to change the Insurance Carrier or establish a third party administrator for handling insurance claims during the term of the agreement, we will notify the Union of that need; and, discuss the appropriate action to implement the change.

Subject 13: Continuous Operations

This will confirm our understanding reached during our 1981 Negotiations concerning the new Continuous Operations agreement.

To the extent that the provisions relating to hours of work, overtime, shift differentials, Saturday and Sunday pay, holiday pay and other benefits and procedures are inconsistent with language in the Basic Agreement or Local Supplements, the provisions of the agreement on Continuous Operations shall be controlling.

The provisions dealing with Continuous Operations must be integrated with the other provisions of those agreements to effectuate the intent of the parties. Such changes will be made by mutual agreement of the parties and as made will become part of the agreements.

Subject 14: Local Supplements, Customs and Practices

This will confirm our mutual understanding reached in the 1986 Canadian Master Agreement Negotiations at Hollywood, Florida regarding Local Supplements, Customs and Practices. It was agreed by the parties that the provisions of Article 4 of the Canadian Master Agreement apply to local written mutual agreements on continuous operations.

**Subject 15: Renewal of Local Supplements
(in effect since 1977)**

The parties have endeavored to reach agreement on local supplements at the respective locations. Where agreement has not been reached on date of signing the Canadian Master Agreement, the local parties will continue to negotiate and reach agreement as promptly as possible. If the parties fail to reach agreement within the 30-day period following date of signing of the Canadian Master Agreement, the present local supplements with those changes mutually agreed to shall remain in effect for the duration of the Agreement. Local supplements shall be reproduced in printed booklet form.

**Subject 16: Pure Trade, Craft and Skilled Job/Workload
Dated April 16, 1981**

This will confirm our understanding that the sentence "All jobs, at all presently existing plants, combined subsequent to March 1, 1971, which do not meet the requirements set forth in this Understanding will be adjusted to reflect these Standards," as shown in the 1974 and 1977 Letters on this subject, pertained to the period of March 1, 1971 to March 31, 1974; and the parties agree to honour the provision for any jobs which were combined during the stated period in the event such prohibited Combinations were overlooked and have not been properly corrected.

**Subject 17: Controverted Employee's Worker's
Compensation Claims**

This is in accordance with the understanding we have reached on this subject.

Article 22 (The Group Insurance Plan] of the Canadian Master Agreement between Crown Cork & Seal Canada, Inc. ("Company"), and the United Steelworkers of America, AFL-CIO-CLC ("Union") provides for the payments of Weekly Disability Income Benefits for non-occupational disabilities, such Program shall pay any difference that may exist between such Weekly Benefits and the weekly benefits an employee received under Workers' Compensation or Occupational Disease laws.

The Group Insurance Agreement effective February 22, 1999 between the Company and the Union and the Employee Booklets referred to therein will further provide for the payment of personal Hospital-Surgical-Medical-Dental-Vision benefits for non-occupational illness or injury.

Pursuant to the request of the Union, the Company is agreeable to permit certain advance payments of the benefits provided under the Agreements to employees covered by the aforesaid Agreements in cases where there are employee claims for Workers' Compensation which have been controverted.

The following represents our agreement concerning the handling of advances made and the matter of repayment of same:

1. Pending initial determination of Workers' Compensation, advances will be permitted as follows:

A. Weekly Disability Income Benefits as set forth in the Group Insurance Agreement effective March 1, 1999 and the Employee Booklet, as though the disability were non-occupational; and

B. Personal Hospital-Surgical-Medical-Dental-Vision benefits as set forth in the Group Insurance Agreement effective February 22, 1999 and the Employee Booklet as though the disability were non-occupational, but only to the extent such benefits are estimated to be payable if the Workers' Compensation claim is approved; and provided that such personal Hospital-Surgical-Medical-Dental-Vision benefits shall only be paid directly to the provider of such services pursuant to a written assignment by the employee; and provided further that no such benefits shall be paid directly to the employee.

2. No employee shall be eligible for advances described in Paragraph 1 and no such advances shall be payable unless and until the employee signs the agreement for repayment in full of weekly benefits which he has received under the Workers' Compensation award (including any retroactive payments of such weekly benefits) up to the scheduled amount under the Group Insurance Agreement, and of the excess, if any, of personal Hospital-Surgical-Medical-Dental-Vision benefits paid under the Group Insurance Agreement and the Employee Booklet over the Workers' Compensation settlement for such benefits, through any of the following arrangements:

A. If permitted by applicable law, such payment shall be made by the Workers' Compensation carrier in a lump sum amount from any award payment made under the applicable Workers' Compensation law; or

B. From the employee directly; or

C. If no payment is made under the subparagraph A above and if the employee fails to make repayment under sub-paragraph B above, any subsequent Weekly Disability Income benefits payable under the Group Policy shall be suspended until full repayment of Weekly Disability Income Benefit advances has been made.

D. If the employee returns to work prior to complete repayment of both Weekly Disability Income benefit advances and Hospital/Surgical/Medical/Dental/Vision benefits advances, deductions in an amount to be determined by the Company shall be made from his wages until such complete repayment is made, unless such deductions are prohibited by applicable law.

3. It is expressly understood and mutually agreed that no action taken by the Company or by the Group Insurance Company pursuant to this Agreement shall be construed as an admission by the Company in any Workers' Compensation claim to the effect that the disability of any employee is either occupational or non-occupational, nor shall any such action be construed to prejudice the position of the Company in any manner whatsoever in the contest of any Workers' Compensation claim, nor shall such action constitute a precedent in the handling of such claims under any future agreement between the parties.

4. It is expressly understood and mutually agreed that no action taken by an employee pursuant to this Agreement, nor the receipt of any benefit hereunder, shall be construed as an admission by that employee in any Workers' Compensation claim to the effect that his disability is either occupational or non-occupational, nor shall any such action or receipt be construed to prejudice the position of the employee in any manner whatsoever with respect to any Workers' Compensation claim.

The above procedure will apply only to employee claims for Group Insurance benefits and will not apply to claims on behalf of dependents.

**Subject 18:
AGREEMENT FOR REPAYMENT OF BENEFITS**

**(Please Read Carefully - This Agreement
Contains An Assignment Of Future Wages)**

Group Insurance Company
Group Policy

Name of Employee

Crown Cork & Seal
Canada, Inc.
Employer

Certificate Number

In consideration of advances made to me on account of my Statement of Claim, dated _____ 19____, for Weekly Disability Income Benefits under the Group Policy, I hereby agree to repay to the Group Insurance Company a sum equal to all weekly benefits I receive under Workers' Compensation (including any retroactive payments of such weekly benefits) for the same period covered by such weekly advances, up to the scheduled amount paid through the Group Insurance Agreement.

I expressly understand and agree that such weekly advances shall not exceed the scheduled amount under The Group Insurance Agreement between United Steelworkers of America and Crown Cork & Seal Canada, Inc., and that the benefits payable to me are reduced by any Weekly Worker's Compensation **benefits** to which I may be found to be entitled.

In consideration of advances made on account of my Statement of Claim and Assignment(s) of Benefits contained therein, dated _____, 19____, for Hospital-Surgical-Medical-Dental-Vision expenses under the Group Policy, I hereby agree to repay to the Group Insurance Company a sum equal to the amount of Hospital-Surgical-Medical-Dental-Vision expenses paid on my behalf, to the extent, if any, that such expenses paid exceed the amounts determined to be Workers' Compensation benefits.

If any such repayment of Weekly Disability Income Benefits and/or **Hospital-Surgical-Medical-Dental-Vision** Benefits advances as agreed to herein is not made after request is made for repayment thereof, I hereby **authorize** my employer to deduct such amounts as determined by the Company from my wages thereafter payable to me, or from any benefits thereafter payable to me under the Group Policy as permitted by applicable law.

I make this **authorization** in reliance upon the agreement between my employer and my Union that my signing of this Agreement, and my receipt of benefits pursuant hereto, shall not be construed as an admission by me in any Workers' Compensation claim to the effect that my disability is either occupational or non-occupational, nor construed to prejudice my position in any manner whatsoever with respect to any Workers' Compensation claim.

This **authorization** is in addition to and not in limitation of any other rights to recovery which my employer may have.

Witness my hand and seal this _____ day of 19____.

THIS IS AN ASSIGNMENT OF WAGES

Employee

Witness

**Subject 19:
SUPPLEMENTAL MEMORANDUM OF
UNDERSTANDING**

The provisions of this Supplemental Memorandum of Understanding are intended to implement all provisions (including paragraph 3.4) of the February 22, 1999 Canadian Group Insurance Agreement (the "1999 Agreement")

1. The parties agree that, except as provided below, the revisions which became effective February 22, 1999 in the 1999 Agreement shall not apply to Canadian locations in cases where Provincial **Medicare** Benefits are provided to the extent such Benefits are provided, and/or where such revisions are not permitted by Canadian Federal and/or Provincial law to apply and that, to such extent, additional monies will be available.

2. The Company will pay all Provincial **Medicare** Premiums for all employees not yet retired and their covered dependents and retired employees and their covered dependents that would otherwise be payable by such persons for the duration of the Canadian Master Agreement which expires February 17, 2002, but not beyond the date any such person ceases to be covered for Company provided health care benefits provided such persons are enrolled in the applicable Provincial **Medicare** Program through the Company.

Such payments shall be made with respect to retired employees and their covered dependents only to the extent that each such person is not, or would not upon timely application be, reimbursed for his Provincial **Medicare** Premiums by his current employer.

3. The Union further agrees with the Company that in the event that the Provincial **Medicare** Premiums in respect of any employee and/or retired employee and/or their covered dependents are reduced or eliminated, the Company will not have to make any payments to any employee or retired employee as a result of such premium reduction or elimination and further that any savings as a result of such premium reduction or elimination are used to meet the costs of benefits under the Group Insurance Agreement.

4. The current annual payment of \$235 to employees in Quebec and Manitoba shall be continued. Such payment not applicable to any new hires after March 23, 1986 or to any employees not currently eligible for such payment as of July 1, 1986.

Subject 20: Temporary Rate for New Hires

During the negotiations of the 1986 Canadian Master Agreement the parties agreed that all P&M employees hired at JC 17 or below will be paid at a rate twenty (20%) less than the applicable rate of the job being performed for the first year following the date of hire, ten (10%) less for the second year, and the full applicable rate thereafter.

The above provision to apply to all O&T new hires.

Subject 21: IPJO Transportation (Toronto Area Only)

This will confirm the understanding reached during 1986 negotiations of the Canadian Master Agreement with respect to transportation for IPJO employees in the Toronto Area. As agreed, the Company is prepared to assist in transportation arrangements for those IPJO employees who do not have reasonable access by private or public transportation to the new location.

Subject 22: Students

During the negotiations of the Canadian Master Agreement, the parties agreed to the following provisions concerning the employment of Students:

1) The Company acknowledges that in its hiring of students it will give preference to the sons and daughters of Crown Cork & Seal Canada Inc. employees who meet our student hiring requirements.

2) Students shall not have any seniority rights under the terms of Collective Agreement. All students shall be subject to the normal dues deductions.

3) Students will be paid at the rate of 80% of the standard hourly wage rate of the job performed (including COLA, plus any applicable overtime or shift premium for the duration of employment between March 15 to October 15 of any given year and hiring preference (as outlined in # 1 above).

**Subject 23: Program on Plant Closings
(in effect since 1984)**

The parties recognise the far-reaching impact of permanent plant shutdowns and the need to cooperate in attempting to lessen this impact. Accordingly, in the event of a permanent plant shutdown, the Company and International Union representatives shall meet to determine whether appropriate federal, provincial, or local government funds are available to establish employee training, **counseling**, and placement assistance programs for that facility. If such funds are available, the Company and Union shall work jointly to secure such funds to establish a program to provide: alternative job training for affected employees for job opportunities; **counseling** for affected employees on available benefit programs and job opportunities, within the Company and the area; and job search **counseling**.

In implementing such a program, the company will cooperate with the involved local union and Canada Employment Centre, other appropriate employment agencies, and area employers in an effort to seek job opportunities for displaced employees. To further assist affected employees, both the Company and the union will designate specific representatives at the time of any such permanent plant closing to answer questions by employees pertaining to their rights under the Basic Labour Agreement and various benefits programs.

**Subject 24: Letter of Agreement on Conduct of Affairs
(in effect since 1984)**

During the course of negotiations, the parties discussed various items of mutual interest having to do with the relationship between Crown Cork & Seal Canada, Inc. and the United Steelworkers.

It is acknowledged that the Company shall refrain from illegally discouraging its employees who are not represented by a union from supporting a union or **authorizing** it to be their collective bargaining representative. Should the Company communicate to such employees on the subject of representation by a union, it shall do so in a lawful manner.

It is acknowledged that the accomplishment of transactions between the Company and the Union is based on adherence to regulatory and contractual obligations and an understanding and cooperative relationship. Such relationship contemplates a continuation of frank contacts between the parties on items of mutual interest as they arise.

With the foregoing purpose, the Company will conduct itself in a manner which does not defame the Union as an **organization** or its representatives as individuals. The Company will not tolerate discrimination against the Union or its members. The Union likewise will not defame the Company as an **organization** or its representatives as individuals.

**Subject 25: Back Pay Settlements
(in effect since 1984)**

Amend the Basic **Labor** Agreement to provide that *no* deduction from back pay awards or settlements under grievance, suspension/discharge and arbitration provisions shall be made for governmental assistance (excluding unemployment compensation and any similar payments), welfare or private charity received by an affected employee.

Subject 26: Apprenticeship Programs

This will confirm an understanding reached between the parties during the **1988** negotiations with respect to 'Appendix E'.

Following mutual agreement of the local parties the Company will, through the Local Plant Joint Training Committee, implement an ongoing apprenticeship program, beneficial to both parties. The Company will also undertake to maintain an adequate number of fully qualified trade and craft employees.

The local parties, through the Plant Joint Training Committee will have jurisdiction to make the necessary modifications or amendments to the Canadian Master Agreement, in order to bring about the above mentioned apprenticeship program.

Subject 27: International Aid and Development

Effective February 17, 1992, the Company agrees to deduct on a weekly basis the amount of not less than one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Offices, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the "Humanity Fund" at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit for the week following the receipt by the Company and the Local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay.