

COLLECTIVE AGREEMENT

between

CROWN METAL PACKAGING CANADA LP

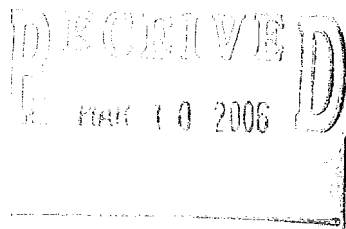
and

UNITED STEELWORKERS OF AMERICA

Local 8670

PLANT #233 - CONCORD

July 1, 2005 to June 30, 2008



01708(08)

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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, CROWN Metal Packaging Canada LP and the United Steelworkers of America undertake collective action for the common benefit and well being of the employees in the bargaining unit and the Company.

In establishing the confidence that must underlie this Agreement, four 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 recognizes 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 improved productivity, better quality and more efficient operation.
4. It is agreed that Management-Union meetings will be held monthly.

In acknowledging these four 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

This Agreement is intended to promote a sound and effective relationship between the Company and the employees in the bargaining unit.

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 and other conditions of employment.

ARTICLE 2

BARGAINING UNIT

2.01 Employees Included

The bargaining unit shall include all employees eligible for Union Membership who are employed by the Company at 7900 Keele Street, Concord L4K 2A3, Ontario save and except supervisor and foreladies, persons above the ranks of supervisor and forelady, office and sales staff, security staff, lunch room attendants, salaried employees, students employed during the school vacation period, and persons covered by the certificate issued to the Communications Energy and Paperworkers Union Local 500M, Toronto, in accordance with the certificate issued by the O.L.R.B. and dated August 30th, 1977.

In the event any of the existing operations are re-located to another plant of the Company that is within a fifty (50)kilometer radius of the Keele Street plant, this Collective Agreement shall apply at the new location.

If the Company opens a new Plant within a fifty (50)kilometer radius of the Keele Street plant, at which metal cans and or components are manufactured, the Company will grant voluntary recognition to the United Steelworkers of America on behalf of the production and maintenance employees at that location. In this instance, it is understood that the terms of the Collective Agreement for that location shall be subject to independent bargaining.

2.02 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 or experimenting. 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 nor will it have a supervisory employee perform any other function than that for which he is held responsible.
- b) In view of the Company's Supervisory Training Programme, 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 Management to instruct the Supervisory Trainee, the Instructor's rate will apply during the shift he is assigned to work as an Instructor. The Union will be notified of all Supervisory Trainees in the plant and their schedules.
- c) Grievances arising over an alleged violation of this clause must be filed within five workdays of the occurrence 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 Management or supervisory personnel or if the arbitration board so determines, the employee who would have performed the work will receive a just award. In any event the award will be no less than four hours pay.

2.03 Tin Plate Sorting - Litho

- 1) The tin plate sorting job assignment is covered by the terms of the U.S.W.A. Collective Agreement. At the present time, this job is assigned to the employee performing the utility duties (Classification #9).
- 2) In the event overtime is required to sort tin plate such work will be assigned to the employee performing the utility duties in accordance with the terms of the U.S.W.A. Collective Agreement.
- 3) It is agreed and recognized that there are times when employees covered by the terms of the C.E.P. Collective Agreement may be required to sort tin plate. Such employees may be assigned to the tin plate sorting

function when the employee performing the utility duties is unavailable or unable to perform the work.

- 4) It is further agreed that the Company, the Local President of the U.S.W.A. and C.E.P. will meet to discuss any matters concerning the tin plate sorting job assignment which were not addressed.

ARTICLE 3

CONTRACTING OUT

The Company will not subcontract work performed within the bargaining unit where such subcontracting would result in the layoff of a bargaining unit employee or which would deny recall to bargaining unit employees who would normally perform the work. We hereby agree that before any work is contracted out in the future Management will discuss its intentions with the Union Committee. In such discussions the Company will explain its reasons for its tentative decision to subcontract such work and give the 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 Union before making its final decision as to whether or not such work will be subcontracted.

For the purpose of clarity, it is acknowledged that the work performed by the Company's janitorial sub-contractor is not work performed within the bargaining unit.

ARTICLE 4

EQUAL EMPLOYMENT

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

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.

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.

The parties agree further to establish a Joint Human Rights Committee which shall consist of three (3) representatives of the Local Union and three (3) representatives of the Plant Management or such other composition as may be mutually agreed upon. This Committee shall meet as may be necessary or as agreed upon by the parties and shall review matters involving the principles described in the preceding paragraphs or other issues as may be advanced for discussion and review by either party.

For the purpose of this Agreement it is understood that the term “he” includes the female gender.

ARTICLE 5

UNION SECURITY

5.01 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 in good standing for the life of this Agreement to the extent of paying the periodic dues and initiation fees uniformly required of all Union members.

5.02 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 after thirty (30) worked 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.

5.03 Membership in Good Standing

For the purpose 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 as defined in Section 5.1 and shall have given the Company a notice in writing of that fact.

5.04 Checkoff

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 RR115 as required by the International Union.

5.05 Membership Application and Check-Off Authorization Cards

In order to promote harmonious relations between the parties, the Management shall give all new employees a copy of this Agreement and will suggest to each new employee at the time of his employment that he 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 Union along with the membership application of such employee. The Company will make a new member of the bargaining unit available to the Union President or designate for an orientation period not to exceed one (1) hour as soon as possible but in any event no later than ten (10) working days after the commencement of employment.

5.06 Conformance with Provincial Law

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

5.07 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.

5.08 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 or to solicit funds or canvass for memberships for any political or social cause, movement or organization on Company premises without the prior approval of Management, which shall not be unreasonably withheld.

5.09 Union President

The President (designated President) of the Local will be awarded sufficient time to conduct Union business, but will be awarded no less than the first four (4) hours per day. The Company agrees to provide suitable office space for the Union Local's purposes. Furnishings, clerical supplies, telephone service and photocopying will be the responsibility of the Local.

It is understood that the employee serving in the capacity of Union President shall be assigned to day shift only.

Should the Union intend to substitute a "designated" President for the President in the application of this Article, such intention must be made known by written request, received by the company, no later than one (1) week prior to the expected substitution in order that both parties have an opportunity to discuss such change. The substitution **will be** for a period of no less than one (1) week (five (5) consecutive work days).

5.10 Summer Students

While summer students are not covered by the terms of the Collective Agreement, all students shall be subject to normal dues deductions.

Summer students will be paid at the rate of twenty percent (**20%**) less than the job rate applicable to the job being performed between March 15 and October 15 in any year. If such student works thirty (30) days for the Company and is then accepted for full time employment he shall attain seniority status immediately and his seniority date shall be his latest date of employment with the Company.

ARTICLE 6
MANAGEMENT RIGHTS

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

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

7.01 Definition of Work Day

The "basic work day" is eight (8) consecutive hours of work in the twenty-four (24) hour period, broken only by the unpaid lunch period.

7.02 Definition of Work Week

The basic work week shall consist of forty (40) hours per week comprised of five (5) days. The five (5) days will be Monday to Friday.

7.03 Shifts and Work Schedules

The Management will endeavour to arrange regular shifts and work schedules mutually satisfactory to both parties and will not make indiscriminate changes of such schedules. Management will not stagger shift starting times for the sole purpose of avoiding overtime. Management agrees that, it will discuss necessary changes with the Union as far in advance of such change as is practical.

7.04 Day of Shift

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

7.05 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.

Any changes in existing shift starting times would be mutually agreed upon by both parties prior to such change, the Union would be notified of such change in writing.

7.06 Short Third Shift

When production requirements necessitate continuous operation around the clock, a short third shift may be established. When such short third shift is established the number of hours of the regular first, second and third shifts shall not change.

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 twenty-one (21) cents per hour for eight (8) hours. Employees scheduled to work the short third shift but who worked 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, including the 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:

Stationary Engineer
Jobs in Machine Shop
Janitors

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 operation: -

Machinists
Die Makers
Millwrights
Electronic Technicians
Electricians
Maintainers performing repair or overhaul work
Oiler Greaser Compound Handlers
Machine Cleaners

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.

7.07 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 will be granted an extra relief period of up to fifteen (15) minutes away from work.
- c) Plans for providing relief and lunch periods will be worked out by mutual Agreement between the employees in a Department and their immediate Departmental Supervision.

7.08 Lunch Period Within Five Hours

- a) A lunch period, without pay, of not less than thirty (30) minutes will be allowed employees within their first five (5) hours worked on any shift. Employees who are assigned by Management to work beyond their first five (5) hours without a lunch period will be paid one and one half (1 1/2) their regular straight time rate for all time worked beyond their first five (5) hours until they have a lunch period.

- b) If the employee works as stated in (a) on a Saturday he will be paid two times his regular straight time hourly rate of pay for all time worked beyond the first five (5) hours up to the beginning of his lunch period.

7.09 Hours of Work

The schedule of hours and days of work of each employee shall be posted in an appropriate place at least one week in advance.

7.10 Sunday Start Up

The Company agrees to extend Sunday start up to a year round basis for the lifetime of this Agreement. It is further agreed with respect to such start up that the shift commencing at twelve (12) midnight Sunday, and ending at seven (7) a.m. Monday, will be paid as eight (8) hours at the straight time hourly rate plus the shift premium of twenty-one (21) cents per hour.

ARTICLE 8

OVERTIME

This Article is intended to provide the basis for computing overtime and shall not be construed as a guarantee of hours of work per day or per week. Payment of any premiums under this Agreement, whether overtime or otherwise, 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.

8.01 Definition of Regular Straight Time Hourly Rate

The "regular straight time hourly rate" means an employee's straight hourly base rate, and applicable shift premium if any.

8.02 Definition of Day

A "day" for the purpose of overtime calculation is a twenty-four (24) hour period beginning with the start of an employee's shift.

8.03 Hours Worked in Excess of Eight (8) Per Day

One and one half (1 1/2) times the regular straight time hourly rate of pay shall be paid for hours worked in excess of eight (8) hours in any one day.

8.04 Hours Worked in Excess of Twelve (12)Per Day

Two (2) times the regular straight time hourly rate of pay shall be paid for hours worked in excess of twelve (12) hours on any one (1) day.

8.05 Pre-Shift Overtime

Employees who are scheduled or called to begin work prior to their regular starting time shall receive one and one half (1 1/2) times their regular straight time hourly rate of pay for such hours worked prior to their regular shift starting time, providing such employee receives a minimum of twelve (12) hours notice.

Exceptions to Daily Overtime

When an employee is permitted by 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 Section 8.03 and 8.04 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.

8.06 Saturday Work

One and one half (1 1/2) times the regular straight time hourly rate of pay shall be paid for the first eight (8) hours worked on Saturday and two (2) times the regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) on Saturday, except where the regular Friday shift extends over into Saturday morning.

8.07 Sunday Work

An employee shall receive two (2) times his regular straight time hourly rate for the first eight (8) hours worked on a Sunday and three (3) times the regular straight time hourly rate for authorized work performed in excess of eight (8) hours, except where a Saturday shift extends over into Sunday morning. For the purpose of this Article, Sunday is defined at 12.01 a.m. Sunday.

8.08 Statutory Holiday

An employee shall receive two (2) times his regular straight time hourly rate for the first eight (8) hours worked on a Statutory Holiday, and three (3) times the regular straight time hourly rate for authorized work performed in

excess of eight (8) hours. In addition he will receive holiday pay (if eligible) as outlined under Plant Holidays.

8.09 Distribution of Overtime

The Company will distribute overtime uniformly among qualified employees normally performing the work in question by classification and shift among employees in such overtime log. Should management require additional employees to fill overtime on weekends or holidays, the employees of the other two shifts will be asked by classification and by the lowest hours from both shifts.

8.10 Overtime Guidelines

The workweek for overtime purposes only is Monday to Sunday,

Overtime worked during the regular workweek shall be scheduled on a daily basis by hours among the employees in the log number by shift.

Overtime will be rotated among all qualified employees until each has been offered his turn, after which rotation sequence will start anew. A record of overtime shall be kept for each overtime log number. An employee unable to work overtime when requested shall be credited as having worked his turn. Employees will be credited on the overtime log with overtime hours either worked or offered and refused based on total hours paid. The existing Plant overtime log totals will be cleared and the accumulated hours restarted effective as of January 1 of each calendar year.

An employee on sick leave, vacation or other absence will be returned to the same relative position in the overtime log he was in prior to such absence.

When an employee changes his job title or transfers to another department he will receive the overtime hours equivalent to the highest employee in the new sharing group.

When an employee is rehired to work from layoff he shall not be allowed to claim for overtime which is missed, but shall be returned to the relative position he would have been in if such layoff had not occurred. Employees returning to a department other than that from which they were laid off shall be credited with hours equivalent to the highest employee in the new group.

When an employee who had been transferred returns to his former position he shall be credited with all hours worked or refused in the new position. If no hours are worked or refused in the new position then the employee shall return

to the same relative position he would have been in if such transfer had not occurred.

When an employee is transferred for less than five (5) working days, the Union will be notified.

When an employee is transferred for more than five (5) working days, he will be placed in the appropriate position on the overtime log.

An employee shall not be credited for overtime offered and refused unless that employee is contacted directly by a Company representative and a record is made of the refusal.

Employees will not be charged with a refusal for the weekend on which they are going on vacation for the first week of vacation only. All other vacation will be treated in accordance with the above noted provision.

The Company will request employees to perform this overtime, but reserves the right to require appropriate employees to perform this overtime if the man hours requirements are not fulfilled on a voluntary basis.

Employees will co-operate in the performance of overtime and the Company will accept reasonable grounds for an employee declining overtime 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.

Where possible the Company shall request an employee to work overtime twenty-four (24) hours before the commencement of such overtime where it shall be more than one hour, and to the extent customer demands are known will give notice of weekend overtime by the end of the shift on Thursday.

Overtime shall be scheduled not later than Thursday for weekend work. An employee who is absent on Thursday but who knows he will be back on Friday and wants to share in available overtime on the weekend, must notify the Department Supervisor not later than noon on Thursday for day shift employees, or the start of his regular shift on Thursday for second and third shift employees, that he will be available for work on the weekend. Anyone who does this but who fails to report on Friday will be ineligible for the overtime and will be charged with a refusal and replaced. Anyone who works Thursday and is scheduled for weekend overtime but does not report on Friday, will be considered unavailable, charged with a refusal and replaced.

Any employee offered an opportunity to work weekend overtime after the last shift on Thursday at 11:59 p.m. and who refuses the overtime will not be charged on the over time log for the refusal.

Probationary employees will not participate in overtime distribution unless everyone in the overtime log number has been offered overtime and the requirements have not been filled.

For the purpose of sharing in the overtime group, trainees with ten (10) years of service or more will be allowed to share in the overtime log providing that they have completed seven hundred and fifty (750) hours on the training program. However, it is recognized that on occasion the employee concerned may not be sufficiently skilled to perform the required task. In this case, a meeting between Management and the Union Committee will be convened to discuss the situation, before the appropriate overtime is worked.

Employees who are in their last progression period in a training program will not be treated as trainees for sharing of overtime.

If it is shown that 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 steward (which will be held bi-weekly) and that an employee did not properly share in the available overtime during such period, Management will make an adjustment in future overtime schedules within twenty one (21) calendar days after the error has been reported in writing by the steward to Management or at the end of the twenty one (21) day period compensate the employee for the earnings he would have earned had he been given his proper overtime opportunity.

These guidelines shall be applied as uniformly as possible throughout the Plant and shall not be changed without prior discussion between the Union and the Company. In cases where it is necessary to modify or add to these guidelines the Union may submit a request to Management for review and approval. If approved, the change shall be listed and a notation added as to where and when such change shall apply.

Overtime Sheets

The overtime sheets which are presently being used will be continued. Each department shall also keep a list of overtime refused. Each supervisor shall be responsible for the overtime records in his department.

ARTICLE 9

WAGES

9.01 Increment

Effective July 01, 2006, increase the increment between job classes by \$0.01 per hour. Effective July 01, 2007 increase the increment by a further \$0.01. The rates set forth above include all increments or other adjustments agreed to and their effective date or dates as well as general wage increases.

Standard Hourly Wage Scale

Job Class	Current Rate	Effective 07/01/05*	Effective 07/01/06	Effective 07/01/07
1 - 2	20.29	20.50	20.50	20.50
3	20.5185	20.7285	20.7385	20.7485
4	20.7470	20.9570	20.9770	20.9970
5	20.9755	21.1855	21.2155	21.2455
6	21.2040	21.4140	21.4540	21.4940
7	21.4325	21.6425	21.6925	21.7425
8	21.6610	21.8710	21.9310	21.9910
9	21.8895	22.0995	22.1695	22.2395
10	22.1180	22.3280	22.4080	22.4880
11	22.3465	22.5565	22.6465	22.7365
12	22.5750	22.7850	22.8850	22.9850
13	22.8035	23.0135	23.1235	23.2335
14	23.0320	23.2420	23.3620	23.4820
15	23.2605	23.4705	23.6005	23.7305
16	23.4890	23.6990	23.8390	23.9790
17	23.9940	24.2040	24.3540	24.5040
18	24.4990	24.7090	24.8690	25.0290
19	25.0040	25.2140	25.3840	25.5540
20	25.5090	25.7190	25.8990	26.0790
21	26.0140	26.2240	26.4140	26.6040
22	26.5190	26.7290	26.9290	27.1290
23	27.0240	27.2340	27.4440	27.6540
24	27.5290	27.7390	27.9590	28.1790
25	28.0340	28.2440	28.4740	28.7040

* Includes current \$0.21 float. Any change in the Consumer Price Index for C.O.L.A. floats of February 15, 2005 and May 15, 2005 will be rolled into wage scale on July 1, 2005.

C.O.L.A. changes will be effective on the Monday closest to the effective date of such increase.

9.02 Cost of Living Allowance

a) For the purposes of this Agreement:

“Consumer Price Index” refers to the Consumer Price Index for Canada - All Items (1981 = 100.0) published by Statistics Canada.

“Consumer Price Index Base” refers to the Consumer Price Index for the month of December 2004.

“Adjustment Dates” are August 15 and November 15, 2005; February 15, May 15, August 15 and November 15, 2006 and February 15, May 15, August 15 and November 15, 2007; February 15 and May 15, 2008.

The Cost of Living Adjustments due August 15, November 15, 2005 and February 15, May 15, 2006 shall be rolled into the wage rates effective July 1, 2006.

The Cost of Living Adjustments due August 15, November 15, 2006 and February 15, May 15, 2007 shall be rolled into the wage rates effective July 1, 2007.

The adjustments due August 15, November 15, 2007 and February 15, May 15, 2008 shall be rolled into the wage rates effective July 1, 2008.

9.03 Temporary Transfer Pay Practices

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.

An employee who is assigned to a lower classified job will retain his rate for the period of the assignment.

An employee who is assigned to a higher classified job will be paid his own rate or the rate of the job, whichever is higher for the balance of his shift, except that an employee who is assigned to a higher classified job for the purpose of relief will be paid the rate of the higher classified job for the time spent on such relief.

The above paragraph will not apply to employees who relieve on skilled, trade or craft jobs during a shift for meal and rest periods.

9.04 Wage Rate Inequity Grievances

No basis shall exist for an employee, 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.

9.05 Notification to Report

- a) Unless an employee is told by the end of the last shift he worked or at least twelve (12) hours before his regular starting time not to come to work, he will be considered as having been ordered to report.
- b) If an employee has left the plant he 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 he is entitled if he should report as originally scheduled.
- c) An employee who is absent from work must notify the Plant Human Resources Department of his intention to return to work in order to be eligible for pay provided in Section 9.05 (a). This notice must be received at least one (1) hour before the end of the day shift preceding the day he intends to return to work. This paragraph will not apply where good and sufficient reason is given for failure to *so* report.

9.06 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, 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.

9.07 Pay When Some Work is Available

- a) 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.

- b) Where an overtime assignment turns out to require less than the number of hours the Company had specified, the employee performing the overtime will receive pay at the appropriate overtime rate for the full number of hours so specified, provided the employee is willing to accept substitute work which is within his reasonable capacity to perform.

9.08 Call Out Pay

It is understood that this Article shall not apply to an employee scheduled or called for overtime with a minimum of twelve (12)hours notice.

Employees recalled to work after leaving the premises and actually reporting for work shall be paid double time for all hours worked on recall and in any event, not less than four (4)hours pay at the employee's regular straight time hour rate, except that if the employee works into the start of his next regular shift on call out, he will be starting a new shift and the call out pay ceases.

9.09 Pay for Jury Duty or Subpoenaed Witness

An employee who is called for **jury** service or subpoenaed by a court of law as a witness, or who has been subpoenaed to appear before a governmental agency in a matter as to which the Company has no detrimental interest, shall be excused from work for the days on which he serves. Services, as used herein, includes reporting for jury or witness duty when called whether or not he is used. Such employee shall be compensated by the Company for each day of service, but not more than eight (8)hours for each day of service at his regular straight time hourly rate of pay.

If such service occurs within a payroll period which includes a holiday, he shall receive holiday pay.

Any time for which an employee is compensated hereunder shall be treated as time worked for all purposes under this Agreement.

The employee will provide proof if requested that he did serve or report as a juror or was subpoenaed by a court of law, or governmental agency, and reported as a witness.

This Article will not apply where an employee voluntarily seeks witness or jury duty or when the employee has a direct interest in or is party to the court action or legal proceeding to which he is subpoenaed to attend.

9.10 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 accommodations as required 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. Management will arrange a reasonable cash advance prior to the commencement of such travel.
- d) Time spent travelling by public transportation shall be considered time worked when such travel occurs during the hours of the employee's normal basic eight (8)hour workday (Mondaythrough Friday).
- e) If it should be necessary for an employee to travel via public transportation before or after the hours of his normal basic eight (8)hour work (Mondaythrough Friday), such time shall be paid at straight time rate up to a maximum of eight (8)hours, but shall not be considered time worked for the purpose of overtime.
- f) Time spent travelling on Saturday, Sunday or Holidays by public transportation shall be paid at time and one-half (1 1/2) 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 Management. Time spent travelling (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 travelling to and from the employee's temporary residence to his temporary place of work shall not be considered as time worked.

9.11 Rate Changes & Red Circle Rates

- (a) An employee who on July 1, 1986 was entitled to receive a "red circle" rate on any job shall receive his applicable "red circle" for time worked on 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 a 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 programme 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 programme (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.

9.12 Shift Differentials

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

Second Shift	3% per hour
Regular Third Shift	5% per hour
Short Third Shift	21¢ per hour

9.13 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 labor dispute. Every reasonable effort will be made to notify employees in advance of their reporting for work.

9.14 Rate Retention

If an employee is transferred to a higher classification job for a period in excess of twenty (20) working days, upon return to his regular job he will retain the rate for the higher classified job for thirty (30) calendar days.

An employee bumped down from their regular job to a lower job class shall retain the rate of their regular job for a period of twenty (20) working days.

9.15 Temporary Rates for New Hires

All employees hired at Job Class 17 or below shall be paid for the first year of their employment at a rate of twenty percent (20%) less than the job rate applicable to the job being performed. For the second year of their employment such employees shall be paid at a rate of ten percent (10%) less than the job rate applicable to the job being performed.

9.16 Double Back Pay

During the term of this Agreement, it is agreed to by the parties that employees who double back from days or work through Afternoon Shift will be paid a minimum of eight (8) hours at time and one half (1 1/2) their regular rate of pay.

The above will only apply to the Friday Midnight shift, and only to those employees who work the full shift.

9.17 Moving Day Allowance

It is the Company's policy to allow one day off per year with pay if an employee moves his place of residence, providing the employee gives at least one weeks notice to his Supervisor.

9.18 Starting Rate for Skilled Trades

For skilled jobs, classification seventeen (17) to twenty-four (24) inclusive, the starting rate will be at Management's discretion and after consultation with the Union depending upon the applicant's qualification and stated experience. Applicants showing proof of completing an approved Apprenticeship course, as accepted by the Province of Ontario in their respective trade, will be **paid** the job rate upon hire.

9.19 Payment of Wages

Payment of wages will be made on Wednesday by an automatic banking system (direct deposit) and will be paid on a weekly basis, however when a statutory holiday is celebrated on a Monday such payment will be made on Thursday.

ARTICLE 10

PLANT HOLIDAYS

10.01 Recognized Holidays

The following plant holidays, regardless of when they fall, will be granted with pay to all employees who have completed their probationary period:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Dominion Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Boxing Day

or some other day in lieu of Boxing Day to be granted during the Christmas-New Year's holiday period, the date of such other day to be determined for each shift by the Company after consultation with the Union's President.

The Company will grant one (1) additional plant holiday. It is understood and agreed that should the Government of either the Dominion of Canada or Province of Ontario declares a holiday not listed above, such declared holiday will replace the additional day as outlined.

The day of this holiday to be determined by the Company with the Union's President.

10.02 Holiday Entitlement

Payment for such holidays shall be based on the employee's regular straight time hourly rate plus applicable shift premium multiplied by the number of hours he would normally have worked on such a day to a maximum of eight (8). When any of the said holidays fall on other than a regular working day, then the Company and Union jointly shall designate some other day as the day upon which the said holiday will be celebrated, and shall pay the employees who qualify for payment for the said holiday as though it had fallen on a regular day.

In order to be entitled to payment for a plant holiday, an employee must be on the active payroll of the Company and not on leave of absence or lay-off, provided that a lay-off of less than one (1) week prior to the holiday shall not disqualify an employee for holiday pay.

10.03 Holidays During Vacation

Where a holiday falls upon a non-working day for an employee or during the vacation of an employee, the employer and employee shall designate a working day for the holiday that is earlier than or not later than thirty (30) days from the date of the holiday, and the designated day shall be designated a holiday for the purposes of this part.

ARTICLE 11

VACATIONS

11.01 Eligibility

The length of vacation increases with service according to the following schedule: -

Less than 12 months - up to 2 weeks of vacation (no more than 1 day per each month of service for a maximum of 10 days). It is understood that if the employee takes any vacation prior to the completion of one (1) year of service the vacation taken will be deducted from the 2 weeks entitlement upon completion of one (1) year of service.

2 weeks after 1 year of service
3 weeks after 5 years of service
4 weeks after 10 years of service
5 weeks after 20 years of service

A vacation bonus of \$40.00 per week of vacation will be paid on all regular vacation.

11.02 Time of Vacations

Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Company in order to insure the orderly operation of the plant, provided, however, that the Company shall give each affected employee no less than thirty (30) days' notice of any allotment of vacation period or change in such allotment.

The period of service of each employee is to be determined as of their continuous service date, except for those employees listed in Appendix C.

Bulletin board posting of vacation schedules is to take place not later than April 1st in each calendar year.

11.03 Vacation Pay

For vacations of up to two weeks and for the first two weeks of vacation periods which are longer than two weeks, vacation pay shall be the greater of:

- 1) A calculation made at straight-time hourly day rate, or,
- 2) Four percent (4%) of earnings from Jan. 1st of the previous year to Dec. 31st of the same year.

Earnings as referred to above shall mean total pay of the employee in the year for which the vacation is given.

Vacation pay for that period of vacation beyond two (2) weeks shall be calculated at the regular straight time hourly rate.

Employees bumped down from their regular job shall be paid the vacation rate of their regular job, providing that they performed their regular job within three (3) months prior to the commencement of their vacation leave.

11.04 Vacation Pay Upon Termination

When an employee is laid off for an indefinite period, or resigns, or is discharged before taking his vacation, he will receive the vacation pay he is eligible for at the time of such termination or layoff. For employees with less than one year's service they will receive four percent (4%) of gross earnings; for employees with one (1) year's service or more, vacation pay will be in accordance with their entitlement under this Agreement.

ARTICLE 12

SENIORITY

12.01 Purpose

It is recognized that the aim and purpose of this article is to provide an equitable measure of job security and promotional opportunity for all employees in the bargaining unit based on length of service. In the development of the provisions of this article the Company and the Union recognize the necessity of maintaining efficient plant operations.

Probationary Employees

Each employee shall be a probationary employee and shall not attain seniority status during the first sixty (60) worked days within the bargaining unit, after initial employment or re-employment following a break in seniority.

If retained after completion of such probationary period, the employee's seniority date shall be his latest date of employment except that in the event an employee is laid off for a period of more than ~~six~~ (6) calendar months before completion of such probationary period, he shall be terminated and upon rehire a new probationary period shall commence.

During such probationary period, all of the provisions of this Agreement shall apply unless specifically noted to the contrary, except that probationary employees may be terminated or laid off for any reason. No grievance will be

filed in connection with such termination or layoff except on grounds of discrimination alleged in violation of Article 4 or for Union activity.

12.02 Definition of Seniority

Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Company and shall be applied on a bargaining unit wide basis.

12.03 Trial Period

Employees accepting a promotion into a job other than jobs covered under Article 19 Training Skilled Employees will be entitled to a reasonable trial period, depending on the nature of the new job, but in any event not exceeding thirty (30)calendar days.

An employee who fails to qualify within the allotted trial period may return to his last job, without loss of seniority.

12.04 Layoff and Recall

In the case of layoff or recall, seniority shall govern so long as it does not prevent the Company from maintaining a working force of employees who are qualified to do the work which **is** available, at the rate of pay applicable to the job.

Employees who are in their last progression period in a training program will not be treated as trainees for layoff purposes.

Employees to be laid off shall be notified by Management as far in advance of the layoff as is practicable. In any event, employees will receive no less than three (3)days notice prior to a layoff.

In the case of a layoff, non-skilled employees may bump into any non-skilled job for which they are qualified providing they have the seniority to do *so*.

In addition to the preceding section above and in the circumstances outlined herein, when five (5)or more employees are being laid off in any given work week, the Company will provide training prior to the actual layoff, to no more than two (2) employees per department (for a maximum of nine (9) employees per layoff) in the classifications as outlined below, of those who would have been laid off and who would not be qualified to bump into any other classification in the plant. In order to be afforded this opportunity, the

employees to be laid off must have the seniority to bump the two (2) most junior incumbents in the classification for which the training will be provided. The training provided will be sufficient to qualify the employees to perform the requirements of the following classifications:

<u>Departments</u>	<u>Classification</u>
Press	End Wrapper
Litho	Tin plate Sorter
Can Assembly	Bodymaker Feeder and/or Palletizer Operator
D & I	Palletizer Operator and/or General Labour
Maintenance	Janitor

but in any event such training will not extend beyond three (3) work days, during which time the employee must acquire adequate skills and demonstrate the ability to perform the job requirements to the degree of proficiency required of other employees in the job.

12.05 Departments

Can Line
Quality Assurance
Shipping and Receiving
Press and Shearing
Machine Shop, Electrical, Stores and Litho
Metal Closures

12.06 Seniority

An employee's continuous service shall be considered as having been terminated and all service forfeited if the employee:

- a. Quits
- b. Is discharged for cause
- c. Does not return to work within five (5) working days after being recalled without a reasonable excuse. The employee shall be responsible to advise the Company of his intentions within this five (5) day period.

Employees who are ill at the time of recall will not lose their seniority. Such employees must present satisfactory proof of illness.

- d. Has been on inactive status for twenty-four (24) months.

- e. Is absent three (3) continuous days without notifying the Company unless he has a good and sufficient reason for being unable to notify the Company.
- d. Retires
- g. Fails to report for work at the termination of a Leave of Absence unless he produces a good and sufficient cause for failing to report.
- h. Accepts severance allowance after consultation with Union.

12.07 Seniority Lists

The 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 date. Questions regarding the accuracy of the Seniority List must be submitted within thirty (30) calendar days following the posting of the questioned item, otherwise it will be taken to be correct.

Where two or more employees have the same seniority date, the employee first accepted for employment shall have the higher ranking on the seniority list.

12.08 Job Posting

The Company will post on the bulletin board provided for that purpose, notices of any vacant job within a department which it intends to fill on a permanent basis. Such notices will contain the job title, rate of pay, and the duties of the job.

All eligible employees in the Plant shall be given seven (7) working days to apply in writing, to the Human Resources Department for the job vacancy. Employees on vacation at the time of the posting will be phoned and an attempt will be made to leave a voice message regarding such posting. Promotions shall be according to seniority, ability and experience, together with the employee's record for satisfactory service over the previous twelve (12) months.

The Company may require a test in order to determine whether or not the applicant has the ability to perform the work required.

The Company's decision regarding the applicant's qualifications and the ability to do the job shall be final unless the Union through the grievance

procedure, proves the Company has violated the terms of these rules in the filling of the vacancy.

If none of the applicants qualify, the Company shall fill the job from any source. The Company may assign any employee to fill an open job on a temporary basis until suitable arrangements can be made to fill the job permanently. Such temporary basis shall not exceed thirty (30) working days.

The President of the Union shall receive a copy of the notice posted at the time of posting, and shall be notified of those employees who have bid for the job vacancy. **As** soon as the Company has decided which applicant has been selected for the job vacancy, the President of the Union shall be notified as to the Company's decision.

An employee may bid on an equal or lower rated job class only by mutual agreement of the Company and the Union.

Any posting which is not filled after thirty (30) working days shall be reposted.

Note: Company job posting notice form will be amended to include the instruction that all applicants who had previously applied for an expired posting should reapply if still interested in the position.

12.09 Temporary Transfer

If a member of the bargaining unit is transferred or requests a transfer to a non-bargaining unit position within the Company, he will retain his seniority within the bargaining unit and be credited for all service with the Company for the purposes of this Collective Agreement, including the time spent outside of the bargaining unit, unless the transfer **is** longer than **six (6)** months. Any employee who avails himself of this provision will be allowed to do so once (1) during his service with the Company.

12.10 Super Seniority

In the event of a layoff and so long as there is work available which they are able and qualified to perform, notwithstanding their position on the seniority list, the following Union officials shall, during their term of office, be retained by the Company:

Union President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Chairman of the Grievance Committee and the elected Grievance Committee.

ARTICLE 13

GRIEVANCE PROCEDURE

13.01 It is recognized that in any grievance procedure, the sound discretion and good judgment of the aggrieved employee, the steward, the supervisor, the Grievance Committee and the Management Representatives are vital and important factors. It is the desire of the Company and the Union to provide a quick, efficient, fair and reasonable method of adjusting and settling grievances.

13.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.

13.03 Where an employee has a grievance concerning the interpretation, application, administration, or alleged violation of this Agreement, the following procedures shall apply:

Step 1

The aggrieved employee shall present his grievance orally or in writing to his supervisor. He shall have the assistance of his Steward if he so desires. The supervisor shall give his decision orally to an oral grievance and in writing to a written grievance within two (2) working days following the presentation of the grievance to him. If a satisfactory settlement is not reached, then the grievance may be presented as follows:

Step 2

Within three (3) working days after the decision is given at Step 1, the grievance may be reduced to writing on a form supplied by the Union and approved by the Company and presented to the Plant Manager or his designated representative. A meeting will then be held within five (5) working days between the Grievance Committee, the Plant Manager or his designate, the supervisor or supervisor involved, and the grievor if requested by either party. A decision will be rendered in writing by the Company within three (3) working days following this meeting.

Step 3

If a satisfactory settlement has not been reached, then within five (5) working days after the decision is given under Step 2 the grievance may be submitted in writing to the Vice President of Human Resources or his designated representative. A meeting will then be held between the Vice President or his designated representative, the Grievance Committee, and a staff representative of the Union within five (5) working days from the date the

grievance is submitted under Step 3. The meeting will not be delayed if the Staff Rep. is not available within the five (5) day period mentioned unless there is agreement between the Union and Management for such a delay. The decision of the Vice President or his designated representative shall be delivered in writing within five (5) working days following the date of such meeting.

The Company will prepare typed minutes of Step 2 meetings, which will be initialed by both parties. It is understood that such minutes shall be without prejudice to either party.

13.04 It is understood that the Company may grieve against the Union and, where the Union is itself the injured party or where the Union is seeking an interpretation or declaration only, the Union may grieve on its own behalf against the Company.

Such grievances shall be limited to complaints concerning the interpretation, application, administration or alleged violation of this Agreement and must be submitted in writing as provided by Article 13.03, Step 3 within ten (10) working days of the circumstances giving rise to the grievance.

13.05 Failing settlement of any grievance at Step 3, either the Company or the International Union may, upon notice by registered mail to the other party, but not later than thirty (30) calendar days after the grievance meeting, refer the grievance to final and binding arbitration.

13.06 If at any step of the grievance or arbitration procedure, a grievance is not initiated or further processed in keeping with the specified time limits, it shall be deemed to have been abandoned.

13.07 International Representative

An International Representative shall be permitted to enter the plant to investigate any grievance or handle other official Union business, at times mutually agreed with the Company.

ARTICLE 14

ARBITRATION

14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement by either party, including any dispute arising in relation to the

application or administration of any insurance benefits hereunder, which has been properly carried through all the steps of the Grievance Procedure within the prescribed time limits as set forth in Article 13 above, and which in accordance with Article 13.05 has not been settled or withdrawn, may be referred to at arbitration at the written request of either party. Notwithstanding anything contained in Article 13, the Company will not invoke the time limits set out in Article 13.05 prior to notifying the Union in writing three (3) working days in advance of its intention to do so.

14.02 The arbitration procedure incorporated in this Agreement shall be based on the use of Michel Picher and one other to be jointly agreed to by both parties.

14.03 When either party request that a grievance be submitted to arbitration, such request shall be made by registered mail addressed to the other party of the Agreement within the time limits identified in Article 13.05. Within the ten (10) working days thereafter, the parties shall meet to select at random three (3) of the below listed arbitrators.

Based on the order selected, the Arbitrator shall be approached to see if he can hear the grievance within ~~sixty~~ (60) working days after the grievance has been referred to him. If he is unable to do so, the second arbitrator shall be approached. If the second arbitrator is unable to do so, the third arbitrator shall be approached.

14.04 The Arbitrators are as follows: Arbitrators currently available and serving per Ministry of Labour - Office of Arbitration.

14.05 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision **is** final and binding upon the parties and upon any employee or employer affected by it.

14.06 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

14.07 Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

14.08 The parties may, by mutual agreement in writing, waive any of the time limits specified in Articles thirteen (~~13~~) or fourteen (14).

14.09 During arbitration the parties may have the assistance of the employee or employees or the Company's representatives concerned and any necessary witnesses and all reasonable arrangements will be made to permit the Arbitrator to have access to the plant to view the disputed operation.

14.10 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.

ARTICLE 15

STEWARDS AND PLANT COMMITTEE

The Company acknowledges the right of the Union to appoint or otherwise select stewards from amongst the permanent employees who have one (1) year of service, for the purpose of assisting employees in presenting grievances to the Company as set forth in this Agreement.

The Company will recognize one (1) steward on each shift in each department, providing that there are at least seven (7) employees regularly scheduled for work on each shift in each department.

The recognized departments are:

- Can Line
- Quality Assurance
- Shipping and Receiving
- Press and Shearing
- Machine Shop, Electrical, Stores and Litho
- Metal Closures

The Company will recognize a Plant Committee of not more than five (5) employees which may include officers of the Union.

The Company shall be notified in writing by the Union of the names of all Union Representatives including stewards, officers and committee members, and the Company shall not be required to recognize any Union Representative until it has been so notified.

It is agreed that the Union Representatives shall continue to perform their regular work in order to maintain efficiency of operations, however, in accordance with this understanding, should it be necessary to assist an employee in presenting a grievance during working hours, they will not leave

their work without first obtaining the permission of their immediate supervisor, provided that such permission will not be unreasonably withheld. It is also understood that a Union Representative shall not enter another department without first obtaining the permission of the supervisor of such department and notifying him as to the nature of the grievance and the personnel involved. Prior to returning to his own department, a Union Representative will report to his immediate supervisor.

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 during working hours except as provided elsewhere in this Agreement. However, the department stewards or members of the Plant Committee will be allowed such reasonable time off from their regular duties without loss of pay as is necessary in the handling and investigating of grievances.

ARTICLE 16

DISCHARGE AND DISCIPLINARY PROCEDURES

16.01 Disciplinary Action

The Company will implement disciplinary action in the following manner:

- (a) 1) Verbal (documented as a recorded verbal warning)
- 2) Written warning
- 3) Suspension
- 4) Suspension pending discharge
- 5) Discharge

unless the facts warrant immediate suspension or discharge. In taking action the Company will not consider any prior disciplinary action which occurred more than one (1) year prior to the offence.

- (b) Discipline will be presented in the presence of a steward or union executive, if no steward is on the company premises. Copies of disciplinary write-ups will be given to the employee involved in the action and the President of the Union.
- (c) Pending discharge the Management will suspend the employee for a period not exceeding three (3) days. Within that period, if required, a hearing may be held with local management. At that hearing, attendance will be limited to the employee, two (2) management representatives, two (2) union representatives, and,

by agreement, any witness who may have facts pertaining to the incident.

- (d) If an employee is discharged or given a disciplinary suspension he may file a grievance within five (5) working days at Step 2 of the grievance procedure.
- (e) The Company, in arbitration, will not use any records of disciplinary action which occurred one year or more prior to the date of disciplinary action which is subject to the arbitration.

16.02 Justice & Dignity

An employee whom the Company has suspended, discharged or terminated for just cause under sections a, b, c, e, g, of Article 12.06 shall be retained or returned to active work within three (3) working days until any grievance contesting suspension, discharge or break in service question is finally resolved through the grievance or arbitration procedure.

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

If the Arbitrator upholds the suspension or discharge or break in service under Article 12.06 of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

The Union further agrees that this clause will be invoked only if Steps 1, 2 & 3 of the grievance procedure, as outlined in Article 13, are bypassed, the timeliness provisions of Article 13 are waived by both parties and that any action arising out of the Justice & Dignity clause will proceed immediately to arbitration as outlined in Article 14.

The above references to suspensions, discharges and terminations are examples and are not intended to be all inclusive. The purpose and meaning of Justice and Dignity is the swift and effective resolution of and settlement of disputes concerning suspensions, discharges and terminations and both parties agree to co-operate to this principle.

16.03 Discipline Records

Employees shall be informed whenever formal notification of discipline is entered into their personnel records.

ARTICLE 17

LEAVE OF ABSENCE WITHOUT PAY

17.01 Leave for Personal Reasons

Employees, upon written application to the Company, setting forth good cause, will be granted a personal leave of absence, without pay, for a period of one (1) month which may be extended because of ill health or other good and sufficient cause. When a leave of absence is granted by the Company to any employee, the Union will be notified. An employee who is granted a temporary leave of absence for personal reasons will continue to be covered for a maximum of thirty (30) calendar days by all features of the Employee Benefit Programmes, during such leave, under this Section (17.01).

17.02 Parental Leave

Upon the request of an employee on active service with the Company, a leave of absence, not to exceed twelve (12) months, shall be granted in connection with a pregnancy which commenced after the employee's spouse became an employee of the Company.

Upon notification in writing to the Company that the employee is available for work, and, in any event, upon expiration of the period of leave granted, the employee shall be considered eligible for recall and the employee's accumulated seniority at the time of taking leave shall determine the right of recall.

Seniority shall accumulate during Parental Leave and shall terminate if the employee fails to report for work within five (5) working days after being notified by the Company that she/he has been recalled.

An employee's reinstatement after Parental Leave will be conditional on her supplying, when requested, a bona fide certificate from a qualified physician that she is capable of resuming her full work load.

Request for Parental Leave other than as specified above shall be granted in accordance with the provisions of the Employment Standards Acts of Ontario.

17.03 Leave for Union Business (Short Term)

Upon written request from the Union President, any employee elected or appointed as a Union Official may be granted a leave of absence without pay for a period not to exceed thirty (30) calendar days, to attend Union Conventions or Educational Programmes.

This may be extended by mutual agreement between the Company and the Union. Such leave of absence shall not constitute any break in the employee's record for continuous service.

Such employee will not be eligible for vacation allowance during the period of his absence. An employee who is granted a temporary leave of absence for Union business will continue to be covered for a maximum of thirty (30) calendar days by all features of the Employee Benefit Programmes, during such leave, under this Section (17.03).

Normally no more than two (2) employees may be granted a leave of absence under this section at any one time. However, under special circumstances the Company will consider a request for L.O.A. for more than two (2) employees at one time.

17.04 Leave for Union Business (Long Term)

Any employee elected or appointed to a full time position in the jurisdiction of the United Steelworkers of America, or at the request of the United Steelworkers of America, such employee upon written request from the District Director of The International Union may be granted a leave of absence without pay not to exceed two (2) years. Such leave of absence shall not constitute any break in the employee's record for continuous service. Such employee will not be eligible for employee benefits during the period of his absence, under this Section 17.04.

No more than one employee may be granted a leave of absence under this section at any one time.

17.05 Failure to Return from Leave

An employee granted leave of absence under this Article 17 will be considered as having resigned if he does not return to work at the end of the

leave or if he has taken a job somewhere else or become self-employed during the leave of absence unless he has the approval of the Company.

17.06 Leave for Union Business-Casual

The Company shall not unreasonably withhold permission for a casual leave of absence without pay requested by the Union for an employee to attend to other Union business.

ARTICLE 18

SAFETY AND HEALTH

18.01 Purpose

The Company will make provisions for the safety and health of its employees during the hours of their employment.

It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy, and an employee who reasonably believes he is being so required shall have the right to 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 Plant Manager or his designate 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 file a grievance, which shall be taken up at Step 2. Safety and Health grievances shall be handled as promptly as possible.

18.02 Safety Programme

The Company will provide for the safety and health of its employees during the hours of their employment. Protective devices, safety wearing apparel and other equipment necessary to properly protect employees from injury except safety footwear will be provided by the Company to conform with the Occupational Health and Safety Act of Ontario for Industrial establishments.

18.03 Joint Safety Committee

The Union will select three (3) members of the Union and the Company will appoint a like number from the supervisory staff, to serve on a joint Company and Union Safety Committee.

The President of the Union shall be an ex-officio member of this Committee. Members of the Safety Committee shall not suffer loss of pay for such duties performed under this clause 18.03.

18.04 Joint Meetings

The Joint Safety Committee will meet once each month to discuss safety and health problems and make recommendations for the maintenance of proper safety standards. They will also receive and investigate complaints regarding unsafe and hazardous work. The Committee shall make periodic inspections of the plant. Records of these meetings will be kept and a copy furnished to the Union Committee. In any event such inspections will occur no less than monthly.

18.05 Department of Labour Inspection

The Health & Safety Representative or the President of the Union and one (1) member of the Company will accompany the Department of Labour Inspector when such inspection of the plant is to take place.

18.06 Accident Inspection

The Safety Committee shall be informed immediately of each lost time accident in the plant and shall investigate same.

18.07 First Aid Facilities

The Company will maintain adequate first aid facilities.

18.08 Working Alone

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

There will be mutual support by both parties in the enforcement of all safety rules.

18.09 Safety Education and Training

All newly hired employees shall be given an orientation by the Company and Union Representative of the Safety and Health Programme. 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 fellow

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

The Company shall implement an ongoing program of Safety and Health awareness for all employees which shall include training and education as necessary.

18.10 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 had been scheduled to work that day.

18.11 Worker Safety and Health Representative

A worker Safety and Health Representative selected by the Local Union Executive from the bargaining unit, shall be appointed. The Representative shall be or become a member of the joint Safety and Health Committee. Such employee shall be afforded time away from his regular duties according to the following schedule - twenty (20) hours per week.

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 Company agrees to provide sufficient space in the Emergency Response Room for the Union's Health and Safety representative's activities.

The Joint Safety and Health Committee will 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 pre-empted by the Local Union President.

18.12 Safety Shoes

Effective January 1, 2006, the Company agrees to increase its present contribution towards the cost of safety shoes up to \$127.50 per annum.

ARTICLE 19

TRAINING SKILLED EMPLOYEES

19.01 Purpose and Intent

The Company and the Union recognize the need for the development and training of interested and qualified employees to fulfill the Company's needs required to maintain its competitive position in the Container Industry.

The Company and the Union agree to create a Joint Training Committee consisting of equal representation from the Company and the Union. The Committee will enter into discussions to implement an ongoing Apprenticeship Programme.

The parties, through the Joint Training Committee will have the jurisdiction to make the necessary modifications or amendments to the Collective Agreement, in order to bring about the above mentioned Apprenticeship Programme.

In keeping with these recognized responsibilities, it is agreed that the Company will provide promotional opportunities for training in the qualified Trade, Craft, or Skilled groups to interested and qualified employees when the need exists for such training and when it is practical to do so. It is agreed that the wage progression schedules and job classifications contained in the Cooperative Can Industry Manual for the specified occupations shall continue to be recognized for the purpose of any training programmes.

19.02 Selection of Applicants

Applicants for apprenticeship or skilled training programmes shall be selected by the Company after consultation with a Union Committee of not more than three (3) employees without regard to race, color, national origin, age or sex in accordance with objective standards which permit review after full and fair opportunity for application.

Apprenticeship and skilled training programme openings shall be posted in accordance with posting practices and procedures in effect at the plant.

In filling apprenticeship and skilled training programme openings, Management shall use such examination and evaluation procedures as are related to the physical and training requirements of the particular apprentice or training programme involved.

The Company agrees that it will not fill such openings from outside the plant so long as there are applications from qualified employees within the plant.

An employee who has been selected or who has commenced his training will not be prohibited from applying for another training programme when such a move would result in a promotion. The first one thousand (1,000) hours (750 hours for skilled trainees) of each apprenticeship and skilled job training programme 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 programme. After the first one thousand (1,000) hours (750 hours for skilled trainees), the apprenticeship or training programme 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. A complaint that an employee's programme has been cancelled under this paragraph without just cause shall be subject to the grievance procedure commencing at Step 2.

19.03 Credit for Related Experience

When a non-skilled employee who has had experience which is related to the training required initially enters into an apprenticeship or skilled training programme such experience shall be evaluated and credited toward completion of his training up to five hundred (500) hours, or greater, at Management's discretion but only after consultation with the Union President and the Training Committee. When a trainee is removed from one training programme and is accepted into another, he will be given credit on a prorated basis up to a maximum of 1,000 hours (750 hours for a skilled trainee) for the actual hours of training he had completed in the previous training programme.

Any employee who successfully completes one of the apprenticeship or training programmes and who subsequently enters into another training programme not directly connected with the one completed may be given credit **up** to 1,000 hours (750 for skilled trainees) toward completion of the new training programme. Each apprentice or trainee may be required to take company approved off-the-job related training for a minimum of 144 hours for each 2,000 hours (1,500 for skilled trainees) of the training programme.

All hours spent in such off-the-job training (such as classroom, vocational or technical school) as approved by the Company will be credited to the employee at two (2) times the actual hours spent. The number of such

credited hours will be equal to a minimum of 288 hours for each 2,000 hours (1,500 hours for skilled trainees) of the training programme. Credited hours will not be used to reduce the 1,000 hour probationary period (750 hours for skilled trainees).

19.04 Terms of Training Programmes

It is the intent that the training of individual employees in a training programme shall be continuous and uninterrupted. However, in cases involving a permanent and substantial loss of business, other than seasonal, or a department or a plant shutdown or removal of equipment, a trainee's programme may be discontinued. In such cases, the Union and the trainee involved will be notified in writing by Management as to the reasons for the discontinuance. Further, it may be necessary on occasion due to a reduction in the work force to remove the trainee from his programme. When this occurs, the trainee may, in order to maintain the continuity of his training after completion of the appropriate probationary training period (1,000 or 750 hours) request a fully qualified skilled employee to accept the assignment. The fully qualified skilled employee, if he agrees, will be paid his regular rate of pay for all hours during which he is working on another job in the place of the trainee. No other employee except the trainee and the fully qualified employee involved shall be affected by this move. An employee entering the Trade and Craft or Skilled group shall have seniority according to his date of entry into the group for all purposes within the group.

19.05 Wage Progression Schedule

A schedule of apprenticeship and skilled training rates for the respective training periods of 1,000 hours (750 hours for skilled trainees) of actual training experience with the Company in each training period is established at the level of the standard hourly wage scale rates for the respective job class as follows:

**Effective
Job Class Applicable
During Each Training Period**

Skilled Jobs By Class	1	2	3	4	5	6	Total Hours
13	8	9	11				2,250
14	8	10	12				2,250
15	8	10	12				2,250
16	8	10	12	14			3,000
17	8	10	12	14			3,000
18	8	10	12	14	16		3,750
19	8	10	12	14	16	17	4,500

19.06

**Effective
Job Class Applicable
During Each Training Period**

Trade or Craft By Job Title	1	2	3	4	5	6	7	8	Total Hours
19 Electrician	8	9	10	12	13	15	16	17	8,000
19 Machinist	8	9	10	12	13	15	16	17	8,000

**Effective
Job Class Applicable
During Each Training Period**

Trade or Craft By Job Title	1	2	3	4	5	6	7	8	Total Hours
21 Tool and Die Maker (Machinists receiving the standard hourly rate for the job can qualify for the Tool & Die Maker classification by completing two (2) additional training Periods. During these additional two periods, he shall be paid Job Class 20).									
21 Electronic Repairman (Electricians receiving the standard hourly rate for the Electronic Repairman classification by completing two additional Training Periods. During these additional two Periods, he shall be paid Job Class 20).									

It is the intent of this Article to set up guides through which the purpose of the Training Programmes may be achieved. If an employee is selected to enter a training programme for a skilled classification and his rate at such time is above the minimum starting rate of the Wage Progression Schedule for such training programme, such employee's rate will not be reduced but will not be subject to periodic progress adjustments in rate until such time as his length of training would give him a higher rate in accordance with the Wage Progression Schedule.

Training in general will be on-the-job. However, a trainee may be required to attend Company conducted classes off-the-job or take related vocational or technical courses (such as shop mathematics and blueprint reading). When the Company designates the related training outlined in the Article to be received from schools which require the payment of tuition fees for such courses of study, the Company will reimburse the employee for the cost of such tuition fees upon the satisfactory completion of each course. (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 part of the course).

Trainees shall receive pay, at their straight time hourly rate for all lost time spent in approved classes or related instruction. Payments shall be based on the instructor's attendance reports. Time spent in home study, night or correspondence school work will not be paid for.

Adequate records for each trainee shall be maintained, showing his progress, the work processes covered and the related training. The trainee shall be advised monthly of his progress, in the presence of his union representative.

ARTICLE 20

BULLETIN BOARD

The Company shall provide and install a Bulletin Board for the exclusive use of the Union and the Union shall have the right to post materials on this board. Such material shall be posted only upon authority of the officially designated representative of the Union and such materials will be in keeping with the spirit and intent of this Agreement.

ARTICLE 21

NO STRIKES-NO LOCKOUTS

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

ARTICLE 22

TERMINATION AND SEVERANCE PAY

In the event of permanent termination of an employee by the Company, other than by discharge for just cause, such employee will be entitled to notice or pay in lieu of notice in accordance with the Employment Standards Act-Termination of Employment.

In the event of the Company deciding permanently to close the Plant, any employee whose continuous service shall not have been broken prior to the date of closing, whose job shall be discontinued shall be entitled to severance pay according to the following:

Four hundred dollars (\$400) per year of continuous service with the Company or severance pay in accordance with the provisions of the Employment Standards Act, whichever is greater. Severance pay as above is separate and in addition to termination pay.

ARTICLE 23

BEREAVEMENT LEAVE

In the event of the death of a member of an employee's immediate family, the employee will be granted a leave of absence with pay for time necessarily lost from work up to a maximum of three (3) working days at his regular straight hourly rate.

One (1) day for spouse's brother and sister and spouse of employee's brother and sister.

In the event of a 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 day(s) he would have otherwise been on vacation.

The term "member of an employee's immediate family" means legal spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, half-sister, half-brother.

ARTICLE 24

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN

24.01 The purpose of this plan is to provide supplemental unemployment benefits in the case of layoff, including short work week, caused by lack of work. No benefit shall be payable under this Plan in the event of permanent closure of the Plant, which is dealt with under Article 22 (Termination and Severance Pay). Accident or sickness are dealt with by Worker's Compensation or by the Company's Sickness and Accident Benefit Programme.

CALCULATION OF WEEKLY BENEFITS

24.02 Gross Weekly Benefits shall be equal to thirty (30)times the employee's current straight-time hourly rate, in accordance with the Standard Hourly Wage Scale.

24.03 If any amount of Employment Insurance Benefit is payable for any such week, there shall be deducted from the employee's Gross Weekly Benefit the full amount of such Employment Insurance Benefit.

24.04 "Compensation" means any monies earned in self-employment or received or payable from any employer in recognition of services rendered or due to a person's status as an employee.

24.05 There shall be deducted from the employee's Gross Weekly Benefit the amount of any Compensation earned in that week and which was not used by the Employment Insurance Commission to reduce the amount of Employment Insurance Benefit payable.

24.06 If for any weeks an employee received Employment Insurance Benefit but failed to apply for Supplemental Unemployment Benefit under this Plan for such weeks although otherwise eligible therefore, and if as a result Employment Insurance Benefits are exhausted when they would otherwise

have been payable while Benefits are payable under this Plan, there shall be deducted from the employee's Gross Weekly Benefit for such number of weeks as he failed to apply under this Plan, the full amount of the Employment Insurance Benefits that he received while he failed to apply for Supplemental Unemployment Benefits under this Plan.

24.07 Credit units will accumulate at the rate of one-half (1/2) credit unit for each week in which the employee is on the active payroll of the Company, or is absent because of illness or disability.

However, an employee will not receive credit for weeks occurring when he has one hundred and four (104) credit units, which is the maximum number he may have.

24.08 Normally one credit unit is cancelled for each Weekly Benefit paid. However, if a Weekly Benefit is reduced because of the receipt of other Compensation (other than from the Company) only one-half (1/2) credit will be cancelled for that Weekly Benefit.

24.09 An employee, other than an employee with ten (10) or more years of continuous service on the date of layoff, cannot receive any Weekly Benefit unless he has one or some fraction of a credit unit.

24.10 In no event shall an employee with less than ten (10) years of continuous service on the last day worked receive more than one hundred and four (104) weeks of Sickness and Accident Benefits and Supplemental Employment Benefits for any one continuous period of absence.

24.11 If an employee willfully falsifies, or willfully withholds any records or other data on which benefits are payable under this Plan, the Company may cancel his remaining credit units.

EXTENSION FOR 10-YEAR EMPLOYEES

24.12 An employee who had ten (10) or more years of continuous service at the date of layoff and who is otherwise eligible for Weekly Supplemental Unemployment Benefits will receive such Weekly Supplemental Unemployment Benefits irrespective of whether he has any credit units and irrespective of whether his continuous service for pension purposes has been broken, subject to the following:

- (a) Weekly Benefits shall be payable for a maximum of two hundred and ~~sixty~~ (260) weeks; provided that the maximum of two hundred and ~~sixty~~ (260) weeks of Weekly Benefits shall be restored in full upon the

completion of a total of 52 weeks during each of which the employee has performed work for the Company since was last credited with two hundred and ~~sixty~~ (260) weeks.

- (b) An employee who is eligible to apply for an unreduced pension under the Company's Pension Plan shall not receive Weekly Benefits during any one continuous period of layoff after the end of the month in which he completed one hundred and four (104) consecutive weeks of layoff from his last day worked (but not beyond:
 - (1) the end of the month in which he completed fifty-two (52) weeks of layoff after the date of a permanent plant shutdown or his last day worked, if later or
 - (2) the date he first became eligible to receive, or upon proper application would be eligible to receive, such pension, if later)
- (c) No employee will be permitted to receive more than two hundred and ~~sixty~~ (260) weeks of Supplemental Unemployment Benefits for any one continuous period of absence.

ELIGIBILITY-GENERAL

24.13 To be eligible for Supplemental Unemployment Benefit, an employee must have completed two (2) years of continuous service with **the** Company at the time of layoff, and have worked a minimum of fifty percent (50%) or more of the regularly scheduled working days.

24.14 If an employee is on layoff he must report and apply in person in the week for which he is claiming, at a time and place designated by the Company. If such place is an unreasonable distance from the employee's residence, or if the employee leaves the area to seek work, other arrangements can be made at the Company's discretion upon request from the employee.

24.15 Further, to be eligible for Supplemental Unemployment Benefit, an employee must:

- (a) Receive Employment Insurance Benefit for the week. However, this requirement will not apply if he fails to receive such Employment Insurance Benefit only for one or more of the following reasons:
 - (1) Such week or period represents a waiting period required by the Employment Insurance Act.

- (2) He has exhausted his Employment Insurance Benefits.
- (3) He has other Compensation in an amount which disqualifies him for Employment Insurance Benefit.
- (4) He has not had sufficient employment to be covered under Employment Insurance.
- (5) He is unable to work by reason of disability, and Employment Insurance Benefits are not available (subject to paragraph 24.16).
- (6) He was on layoff on account of a mutually agreed upon shutdown of the Plant or department for vacation purposes and he was ineligible for vacation pay.
- (7) He was eligible for but elected not to claim Employment Insurance Benefits, in which event he shall be entitled to receive benefits under this Plan equivalent to those he would have been entitled to receive had he elected to claim Employment Insurance Benefits (i.e., subject to the same deduction from the gross Weekly Benefit as if Employment Insurance Benefits had been paid).

In summary, therefore, no employee shall receive a Weekly Benefit until he shows that he received Employment Insurance Benefit for the week, or that he failed to receive Employment Insurance Benefit only for one of the non-disqualifying reasons stipulated in this paragraph. This may be done by showing an Employment Insurance system cheque or by some other method, which must reasonably provide for securing such proof. The Company agrees to accept any suitable proof of eligibility as provided by the Employment Insurance Commission.

If, subsequently, it is determined that the employee was not eligible for or did not receive Employment Insurance Benefits, he will be held liable for full restitution of all monies advanced under the Supplementary Unemployment Benefit Plan and will reimburse the Plan for said amounts.

- (b) Be available for work, and maintain an active registration with Canada Manpower. These requirements will be considered to have been met for any week for which the employee receives Employment Insurance Benefit.

In the event other Employment Insurance System is modified, to eliminate any "availability" requirement the presumption relating to

availability arising from receipt of an Employment Insurance Benefit pursuant to the above shall not apply and the "availability" test theretofore applied under the Employment Insurance System shall be a condition of eligibility for Supplemental Unemployment Benefits.

- (c) Apply for, accept and not voluntarily leave employment with other employers as specified by the Company or which is otherwise available. This requirement will be considered to have been met for any week for which the employee receives Employment Insurance Benefits.

EFFECT OF DISABILITY

24.16 An employee who fails to receive an Employment Insurance Benefit because he is not physically able to work shall receive a Weekly Benefit if he **is** otherwise entitled and if:

- (a) He became disabled while on layoff and after Sickness and Accident Benefits coverage ceased. In the case of a pregnancy commencing after a female employee's disability benefit's coverage has terminated, the employee will continue to be eligible for Weekly Benefits until she has completed her fifth month of pregnancy or until such time as she is no longer eligible for Weekly Benefits, whichever is earlier. At that time, an additional ~~six~~ (6) weeks of Weekly Benefits which will be in lieu of any further Weekly Benefits until two months after the date of childbirth. When pregnancy **is** prematurely terminated, eligibility for Weekly Benefits will commence when Employment Insurance Benefit payments are resumed (or would be resumed except that employee has exhausted maximum Employment Insurance Benefits), and
- (b) He supplies the same certification of disability **as** would be required for Sickness and Accident Benefits if such coverage had not ceased.

24.17 With respect to the period for which a Weekly Benefit is paid under paragraph 24.16 above

- (a) Any disability benefits (except benefits for "children of a disabled contributor") under the Old Age Security Act of the Canada/Quebec Pension Plan (or other Provincial Plan, if any) for which the employee is (or upon making timely and proper application would be) eligible, and
- (b) Any disability benefit paid under or pursuant to governmental law (other than the Old Age Security Act or Canada/Quebec Pension Plan or other Provincial Plan, if any), and

- (c) Any weekly disability income benefit under an arrangement provided by another employer for which an employee is (or upon timely and proper application would be) eligible,

shall for the purpose of the Plan be considered to be an Employment Insurance Benefit.

DISQUALIFICATION

24.18 An employee will be disqualified from receiving a Weekly Benefit if:

- (a) He quits, or
- (b) He was suspended or discharged, or
- (c) His unemployment resulted from a labour dispute involving the Union, whether the labour dispute occurred at any operation of the Company or elsewhere; or a shortage of materials needed by the Company, due to a strike involving members of the Union which prevents receipt of such materials by the Company; or a labour dispute at any operation of the Company involving any other employees of the Company which interferes with production or the ingress or egress of material or product at the operation where he was employed, or
- (d) His unemployment was the result of a refusal by him to accept assignment to any work at the plant where he was employed if it is work which he would be required to accept under this Agreement.
- (e) He is eligible for benefits under any form of Disability Income Plan, long-term or otherwise, whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the Company, or, if his layoff was the result of:
- (f) Any war or hostile action of a foreign power.
- (g) Government regulations or controls over amount or kind of material or product which the Company may use or sell.
- (h) Sabotage or insurrection.
- (i) Act of God.

WAITING PERIOD

24.19 In order to qualify for a Weekly Benefit an employee must have served a one-week waiting period in the year immediately preceding his claim.

SHORT WEEK BENEFITS

24.20 An employee having two (2) or more years of continuous service will receive a Short Week Benefit from the Plan for any Benefit Week in which some, but less than thirty-two (32), hours are worked for the Company, unless the sum of the hours described in paragraph 24.21 below equals or exceeds thirty-two (32). A Short Week Benefit will be paid to the employee, without application for him, for any week for which he qualifies.

24.21 A Short Week Benefit for a particular Benefit Week will be calculated by multiplying the employee's current straight-time hourly rate by the difference between thirty-two (32) and the sum of the hours:

- (1) He worked in the Benefit Week, and
- (2) He did not work but for which he was paid by the Company, and
- (3) He did not work for reasons other than lack of work.

24.22 For the purpose of Short Week Benefits, a short third shift shall be treated as though it were a regular eight (8) hour shift.

24.23 If the employee applies for Employment Insurance Benefit for any portion of the Benefit Week, he must notify the Company of such application and of the total amount of any such benefit received. One-seventh ($1/7$) of the amount of such Employment Insurance Benefit will be deducted from the amount calculated in accordance with paragraph 24.21 above for each day of the Benefit Week for which the Short Week Benefit is paid.

24.24 One-half ($1/2$) credit unit will be cancelled for each Short Week Benefit paid.

**COVERAGE BY ANOTHER
SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN**

24.25 An employee is not eligible to receive a Weekly or Short Week Benefit if he receives, or is eligible to receive, a similar benefit under an arrangement provided by an employer with whom he has more service than with the Company.

TAX WITHHOLDING

24.26 Any Benefit an employee is entitled to receive will have deducted from it any amount the Company is required to withhold by reasons of any law or regulation of any federal, provincial or local government.

NON-ALIENATION

24.27 No Benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the Company shall find that such an attempt has been made with respect to any Benefit due or to become due to an employee the Company in its sole discretion may terminate his interest in such Benefit and apply the amount of such Benefit to or for the benefit of him, his spouse, parents, children or other relatives or dependents, as the Company may determine, and any such application shall be a complete discharge of all liability with respect to such Benefit.

DEATH OR INCAPACITY

24.28 Except as provided in paragraph 24.27, any Benefits to which an employee may become entitled shall be payable only to him, except that if after becoming entitled to Benefits, but before they are paid, he dies or becomes unable to manage his affairs for any reasons, any Benefits then payable to him shall be paid to his duly appointed legal representative, if there be one, and, if not, to his spouse, parents, children, other relatives or dependents or, if there are non such, to his creditors, as the Company in its discretion may determine. Any payments *so* made shall be a complete discharge of any liability with respect to such Benefit. In the case of an employee's death, no Benefit shall be payable with respect to any period following the last full week of layoff immediately preceding his death.

EFFECT ON OTHER RIGHTS

24.29 When an employee receives Benefits under the Plan he shall not by reason thereof be deemed to be working for the Company during such period, nor shall he by reason thereof receive benefits under any benefit plan to which the Company contributes other than those to which he would be entitled if he were not receiving Benefits.

An employee's rights and the Company's right to discharge him shall not be enlarged or affected by reason of the Plan. Nothing contained in the Plan shall be deemed to enlarge, qualify, limit, or alter in any manner the Company's management responsibilities.

FINALITY OF DETERMINATION

24.30 The Company shall have the right to recover overpayments and correct underpayments to employees. However, any Benefit determination shall become final ~~six~~ (6) months after the date on which it is made if (a) no dispute is then pending, (b) the Company has not theretofore been given notice in writing of an error.

DISABILITY ON RECALL

24.31 An employee will not be disqualified from a Weekly Benefit on the basis that he is not on "layoff" if he is recalled from layoff and is not physically able to perform the job to which recalled.

EMPLOYMENT INSURANCE BENEFIT DISPUTE

24.32 If an employee's eligibility to a Weekly Benefit depends on his eligibility to an Employment Insurance Benefit and his eligibility to an Employment Insurance Benefit is in dispute, the determination of his eligibility for the Weekly Benefit will be postponed until the question is resolved under the Employment Insurance system. At that time a retroactive determination will be made to place him in the same position as he would be in if the determination could have been made promptly upon his application. Nevertheless, he must continue to report and apply each week for which he claims a Weekly Benefit. While the dispute is pending, his credit unit balance will be treated as though the Weekly Benefit has been paid.

24.33 An employee cannot receive any Weekly Benefit unless he is covered by the Plan at the time his layoff commences and cannot receive a Short Week Benefit unless he is covered by the Plan in the week in question.

SUPPLEMENTATION NOT PERMITTED

24.34 If supplementation **is** not permitted (that is, if Canada Manpower regards payment of earnings, wages, or remuneration which is deductible from any Employment Insurance Benefits otherwise payable) an employee will not receive any Weekly Benefit for any week for which he is entitled to receive an Employment Insurance Benefit. An alternate arrangement will be developed between the parties and utilized, and employees will be provided an explanation of the alternate arrangement.

ARTICLE 25

CAN INDUSTRY MANUAL

The Company agrees to the incorporation, by reference, into the Agreement of the updated Co-operative Can Industry Agreement and Manual and current amendments thereto, which sets out the principles and basic procedures of the programme for describing and classifying hourly-rated production and maintenance jobs. The Company further agrees to classify present and future employees covered by this Agreement in accordance with this Manual.

25.01 Plant Union Job Evaluation Committee

In the interest of effective administration of the Co-operative Can Industry Manual, a Plant Union Job Evaluation Committee on Job Classification, consisting of not more than three (3) employees depending on the number of employees in the bargaining unit, shall be established in the plant. The size of the Committee shall be based on the following: -

Up to 200 Members	1 Committeeman
201 to 800 Members	2 Committeemen
801 and over Members	3 Committeemen

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

Members of the Plant Union 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 attending in-plant meetings with Management on the applicable factoring on job description for such new or changed jobs.

The parties agree to work together in the description and classification of new or changed jobs in the following manner: -

- a) When and if from time to time the Company establishes a new job or change in duties of a job, a new job description and classification shall be established in accordance with the Can Industry Manual.
- b) The Company shall prepare and submit to the Union a new job description, applicable factoring and classification in accordance with the Can Industry Manual, no later than thirty (30) working days after such changes.
- c) The Union shall, within thirty (30) working days, review the job description, factoring and classification and advise the Company representative of their comments.
- d) Should the parties not reach agreement on the job description and classification, the Company shall install the proposed classification and the matter shall be settled through the grievance procedure.

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 Union Job Evaluation Committee may process a grievance under the grievance and arbitration procedures of this Agreement requesting that a job 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 thirty (30) calendar days prior to the date the grievance was filed.

When 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, Management will nevertheless submit a revised job description and factoring evaluation.

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. The higher rate will apply only during the period that the employee is assigned to such job.

When a Committee Member is required to leave his job or department, he shall first receive permission from his supervisor or department supervisor, which permission shall not be unreasonably withheld. After receiving permission to visit another department, he shall report to the supervisor or supervisor whose department he wishes to visit.

25.02 Trade Craft & Skilled Jobs

- 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 arrangement 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 Agreement. Examples 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
- 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 reasons for the change.

If, after reasonable experience with such change, which will normally be thirty (30) days, and considering the facts and any explanation provided by the Company, the Union believes that the work requirement created by such change has been made unreasonable, it may file a grievance in the Second Step within sixty (60) days of the date of such change. The grievance shall include a statement setting forth the specific facts which the Union believes warrants its claim of an unreasonable work requirement.

Should the grievance be appealed to Arbitration it will be docketed, heard and decided within ninety (90) days of the appeal, unless the parties determine the 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.

25.03 Job Combination Guarantee

It is agreed that whenever the combination (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 a 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 jobs would not normally be utilized unless the jobs were combined.

* - Other than Strip Feed.

25.04 Can Industry Manual Errors

Errors in the application of the updated Can Industry Manual for the classification of hourly rated production and maintenance jobs shall be corrected as expeditiously as possible.

If, as a result of application of the new updated manual to classify new or changed jobs should increase the rate of a job to a higher job class, the rate shall be adjusted retroactive to the appropriate effective date. However, such retroactivity will be limited to no more than *six* (6) months, or, in the case of a grievance settlement, to a date no more than *six* (6) months prior to the initial date of the grievance.

If the correction of any error should decrease the rate of a job to a lower job class, the rate will be adjusted promptly, but not retroactively. Such correction however, shall not red-circle any incumbent on such job.

It is understood that the Union will advise the Company, **as** promptly as possible, of any errors it believes have been made.

ARTICLE 26

GROUP LEADER

An Employee assigned by Management, who under the direction of the Department Supervisor, has the responsibility and authority to direct the work of a group of employees, on hourly paid jobs, and may be required to perform some of the same work as that of the group directed.

The duties consist of activities such as:

- a) Plan work to be performed by a group.
- b) Determine "on-the-job" working procedure in the case of repair and maintenance work.
- c) Arrange for necessary tools, supplies and facilities.
- d) Assign work and instruct members of the group.
- e) Inspect, co-ordinate and record the work performed.

A "group leader" does not have the authority to:

- Hire, promote, demote, suspend or discharge.
- Represent the Company in handling employees' grievances,
- Determine the schedule of hours, days and weeks during which employees shall work.

How a Group Leader's rate is determined

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 Management as a group leader will be paid as follows: (i) the standard hourly rate of three (3) job classes higher than the standard hourly rate of his regular job, or (ii) the standard hourly rate of three (3) job classes higher than the standard hourly rate of the "basic job" within the group defined above, whichever is higher. Any deviation from the above formula must have Union approval.
3. 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 Management. An employee assigned

as a 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 Management reserves its right to select group leaders, where in its opinion other factors are equal, Management will make seniority the primary factor.

ARTICLE 27

INSTRUCTOR

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.

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 Company. 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.

An instructor is an employee who has been definitely assigned by Management. Only in such cases will the instructor's rate be paid. Any employee who has not so been assigned will not be responsible for the progress of the employees in training; however, he is expected to work with the persons in training and help them in the various types of problems without the responsibility for their training progress.

This term "instructor" will not apply to employees working on jobs wherein the basic duties contain the responsibility for giving direction to others.

An employee designated by the Company as an instructor will be paid as follows:

1. The standard hourly rate of three (3) job classes higher than the standard hourly rate of his regular job, or

2. The standard hourly rate of three (3) job classes higher than the highest standard hourly rate of any of the jobs on which the employees are being instructed, whichever is higher.

ARTICLE 28

WELFARE

It is understood that the Benefits contained in Appendices A and B to this Agreement will be provided by means of Insurance Policies, in accordance with the terms and conditions of the policies. The Company's obligation shall be limited to paying the cost of the premiums applicable to the said policies.

ARTICLE 29

NOTIFICATION BY THE COMPANY

Employees are responsible to advise the Company in writing of their current address and telephone number. Notifications to employees that are required under this Agreement shall be made by registered letter, telegram, telephone or other reliable means, on the latest information contained in the Company records.

Notification by the Company given in keeping with the above shall be considered to be in full compliance with the Company's obligations.

ARTICLE 30

AGREEMENT DISTRIBUTION

30.01 Collective Agreement

In order that each employee may be familiar with the provisions of this Agreement, and his rights and responsibilities thereunder, the Company must provide each employee with a complete and updated copy of this Agreement in booklet form within 90 days of signing the renewal of the collective agreement, and new employees will be given a copy upon completion of the probationary period.

30.02 Modifications or Side Agreements to the Collective Agreement

Any modification or side agreement effective during the term of this Agreement shall be in writing and signed by both parties.

It is agreed that if an employee is to receive pay above that of his classification, the Union and the Company will mutually agree prior to such change.

ARTICLE 31

TECHNOLOGICAL CHANGE

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 2 of the Grievance Procedure.

2. Technological change means the introduction of:
 - (i) A new 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.
3. The displacement of an employee from the 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 not be considered to be a technological change.

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, when and where possible, will notify the Local Union one hundred and twenty (120) calendar days in advance of intent to institute technological change, but in any event shall provide notice no less than sixty (60) calendar days in advance of the introduction of 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 within the Plant.
 - (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.
5. The Company and the Union will jointly explore all retraining opportunities as provided by the Provincial or Federal Governments for all employees affected by technological change and will assist those employees affected by technological change in their efforts to avail themselves of Government funded training programmes.
6. New jobs created by technological change shall be evaluated in accordance with Article 25 of this Agreement.

ARTICLE 32

DRUG & ALCOHOL ABUSE IN THE WORKPLACE

The Company and the Union remain committed to the principle and desirability of maintaining a drug and alcohol free workplace.

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 co-operate at the Plant level to ensure that drugs and alcohol are not used, distributed or present on Company premises and in encouraging employees afflicted with alcoholism or drug addiction to undergo a co-ordinated programme directed to the objective of their rehabilitation.

An Employee Assistance Committee shall be established which shall be comprised of equal representation from the Union and the Company.

ARTICLE 33

HUMANITY FUND

The Company agrees to deduct on a weekly basis or at an interval agreed to by the Company and Union, the amount of (not less than (\$0.01)per hour from the wages of all employees in the bargaining unit for 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 Office, 234 Eglinton Avenue East, Toronto, Ontario M4P1K7, and to advise in writing both the Humanity Fund at the forementioned address and the amount of such payment. The first Humanity Fund deduction as aforesaid shall be for the fifth week following ratification of this Agreement.


ARTICLE 34

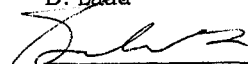
TERM OF AGREEMENT

This Agreement shall be from July 1, 2005 to June 30, 2008 inclusive and shall continue in force from year to year thereafter unless within a period of ninety (90)days before the date of termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

Dated at Kingston, Ontario this 07 day of December, 2004.

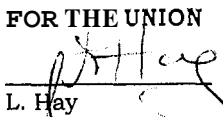
FOR THE COMPANY

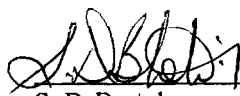


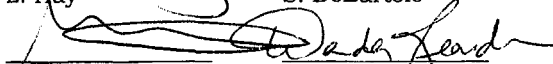
D. Ladd


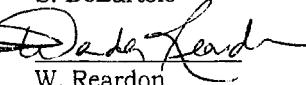
G. Nichols

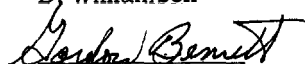
FOR THE UNION

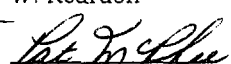


L. Hay


S. DeBartolo


D. Williamson


W. Reardon


G. Bennett


P. McPhee

APPENDIX A

INSURANCE and WELFARE

Unless otherwise provided, the Company will pay on behalf of all eligible employees, the full cost of premiums for the following insurance plans: -

- a) Ontario Health Insurance Plan;
- b) Extended Health Care Benefits - Prescription Drug Card with a \$5.00 deductible per prescription (not subject to the usual 25% deductible), medicines, sera and injectibles, 85% of all other eligible expenses up to a maximum of \$30,000. Vision Care Benefit included at the 85% co-insurance level with a maximum of \$62.50 for frames. The Insurer will provide the Company with a year-end report of any employees who are within **\$1000** of their lifetime medical expense maximum and the Company will so advise the effected employees.
- c) Weekly Indemnity with the following benefits payable after the first day for disabilities due to accident or day surgery or the fifth calendar day if disability results from illness. Benefits are payable for up to 52 weeks if the employee has less than two years of service, 104 weeks if length of service is between 2 and 10 years and 260 weeks if over 10 years of service.

Job Class	CURRENT	March 1, 2006	March 1, 2007
1 - 4	\$515	\$520	\$530
5 - 7	\$526	\$531	\$541
8 - 10	\$534	\$539	\$549
11 - 13	\$545	\$550	\$560
14 - 16	\$556	\$561	\$571
17 - 19	\$564	\$569	\$579
20 and above	\$575	\$580	\$590

- d) An amount of insurance equal to twice your annual earnings (exclusive of overtime or any premiums) rounded to the nearest \$500.00.
- e) The Dental Plan will provide cleaning and scaling of teeth twice in a twelve (12)month period.
- f) Employees retiring will be provided with a \$6,000 single premium paid up Life Insurance policy.

- g) In the event of layoff, Life Insurance will continue for nine (9) months and other coverages, except Weekly Indemnity, will continue for up to one (1) month for employees with less than two (2) years of continuous service and up to ~~six~~ (6) months for employees with two (2) or more years of continuous service. For employees with ten (10) or more years of continuous service at commencement of layoff, the insurance will be continued for up to two (2) years.
- h) All new hires will be eligible for benefit coverages after thirty (30) worked days.
- i) All out of country medical services will be covered up to \$30,000 per disability.
- j) A surviving spouse, of a retiree who has completed ten (10) years of continuous service with the Company, will continue to receive the health benefit coverages for a period of three (3) years.
- k) A retiree who has completed 10 years of service at the date of retirement is entitled to continue medical benefit coverage to age 65. At age 65 the drug coverage portion of the medical plan changes as follows:

For new retirements on or after January 1, 2005, effective from the first of the month following the attainment of age 65 the coverage provided under the drug card will be replaced by coverage as follows:

For drugs which are covered or which may be covered upon application under the provincial plan formulary, the plan will pay up to 70% of the prescription drug charges which are in addition to the amount paid by the government plan (or equivalent). For drugs not covered by the provincial plan formulary, the plan will pay 100% of the cost of the prescription drug charges subject to a \$5.00 per prescription deductible. As used above, the term "drugs" means drugs and medicines that are prescribed by a Doctor (M.D.) or Dentist and are obtainable only by prescription and are dispensed by a licensed pharmacist.

In all cases the CROWN drug plan is always second payer behind the provincial plan.

"Provincial Plan Formulary" means those drugs covered by the provincial drug plan for persons over age 65 (i.e. the Ontario Drug Benefit Plan for Ontario residents).

“Prescription drug charges” as used above means charges for drug ingredients and dispensing fees (as applicable) including costs of drugs not paid by the provincial plan because of the operation of a deductible under the provincial plan. “Prescription drug charges” does not include premiums, taxes, levies or other payments required by the government for coverage under the provincial drug plan.

APPENDIX B

PENSION PLAN

1. Effective Date

The Plan was implemented effective January 1, 1971, superseding the Company pension plan then in effect.

2. Eligibility

A member of the previous plan became a member of this plan on January 1, 1971.

Each employee hired after this date shall automatically become a member of this Plan on the employee's date of hire by completing the enrollment card as provided by the Company.

3. Contributions

No employee contributions are required for the benefits of this Plan. The Company pays the entire cost.

4. Retirement Benefits

A) The Normal Retirement Date of a member shall be the first of the month following attainment of age sixty-five (65), providing the member has ten (10) years of continuous service.

A member retiring on his Normal Retirement date shall receive a monthly pension from this Plan equal to the amount of the unit shown in Schedule A below for each year of Pensionable Service. Pensionable Service includes the member's continuous service since January 1, 1971 excluding any periods of lay-off or absence.

The term "continuous service" as used under the Pension Plan means, unless otherwise specified, service prior to last retirement calculated from March 1, 1992 will be calculated in accordance with the Company's established practices prior to March 1, 1992 in accordance with the Pension Plans from time to time in effect between the parties hereto. Continuous service after March 1, 1992 will be calculated in accordance with the following provisions:

- (a) There shall be no deduction for any time lost which does not constitute a break in continuous service except the portion of any continuous absence in excess of 2 years (in event of removal of a break in continuous service) and except time on pension under this Agreement or any other pension or retirement plan of the Company.
- (b) Continuous service shall be computed to the nearest full month, with any fractional part of a month of less than 15 days disregarded.
- (c) Continuous service shall be broken by:
 - (1) quit; or
 - (2) discharge, provided that if the Employee is re-hired within 6 months the break in continuous service shall be removed; or
 - (3) permanent plant shutdown with respect to which the Employee is entitled to and elects to receive a severance allowance under the provisions of the applicable Agreement between the parties hereto; or
 - (4) absence due to layoff, approved leave of absence, physical disability or layoff due to permanent plant shutdown with respect to which the Employee does not elect to receive a severance allowance, any of which continues for more than 2 years; provided that if the Employee is re-hired within a period from the time the absence commenced equal to his continuous service when the absence commenced up to maximum of 5 years, the break in continuous service shall be removed, and provided that absence in excess of 2 years due to compensable disability incurred in the course of employment shall not break continuous service provided the Employee is returned to work within 30 days after final payment of statutory compensation for such disability;

provided, however, that continuous service shall not be considered to be broken by absence of any Employee who subsequent to May 1, 1940 entered the Armed Forces of Canada, and who has re-employment rights under the law and complies with requirements of law as to re-employment and is re-employed.

Continuous service shall include employment in any subsidiary of the Company and in any company whose stocks or properties shall have been acquired before October 1, 1962. Continuous service shall include service of Employees in the employ of any company whose stocks or properties shall have been acquired thereafter only if and to the extent that credit for continuous service shall be granted by the Company to such Employees.

Schedule "A"

Job Class	Current Basic Pension Amount	Pension Benefit Window: January 1, 2005 or Mar. 1, 2005	Pension Benefit Window: Nov. 1, 2005 – Jan. 1, 2006	Basic Pension Amount: Effective July 1, 2007
1 - 5	\$46.75	\$49.75	\$49.75	\$50.75
6 - 9	\$47.40	\$50.40	\$50.40	\$51.40
10 - 13	\$48.05	\$51.05	\$51.05	\$52.05
14 - 15	\$48.75	\$51.75	\$51.75	\$52.75
16 - 17	\$49.40	\$52.40	\$52.40	\$53.40
18 - 19	\$50.05	\$53.05	\$53.05	\$54.05
20 +	\$50.75	\$53.75	\$53.75	\$54.75

ATTACHMENT 1

Letter of Agreement

Between

**CROWN Metal Packaging Canada LP
(hereinafter referred to as the "Company")**

And

**The United Steelworkers of America
(hereinafter referred to as the "Union")**

Whereas the Company and the Union wish to facilitate retirement for eligible employees during certain periods:

The Company and the Union agree to the establishment of a Window Enhancement Benefit as follows:

Subject to the other provisions of Appendix B (the "Agreement"), an eligible employee who retires voluntarily during a "Window Period" on a "30 year" pension under paragraph 4B of the Agreement or a "62 & 10" pension under paragraph 4C of the Agreement, shall receive, in addition to the Basic Pension Amount, a monthly Window Enhancement Benefit payable for life equal to \$3.00 multiplied by the number of years of the Employee's continuous service. The Window Enhancement Benefit will be treated as a Basic Pension Amount for all purposes under the Agreement. For the purpose of this Letter of Agreement the "Window Period" is defined as either

- i) the period from the date of ratification up to and including December 31, 2004 wherein the first monthly pension payment is payable on January 1, 2005,
- ii) the period from January 1, up to and including February 28, 2005 wherein the first monthly pension payment is payable on March 1, 2005,
- iii) the period from November 1, 2005 up to and including December 31, 2005 wherein the first monthly pension payment is payable on either November 1, 2005, December 1, 2005 or January 1, 2006, (as the case may be).

Applications for retirements during Window Period i) must be received by the plant Human Resources department by December 15, 2004. Applications for

retirements during Window Period ii) must be received by the plant Human Resources department by January 31, 2005. Applications for retirements during Window Period iii) must be received by the plant Human Resources department by August 31, 2005.

The above Window Enhancement Benefit is subject to compliance with applicable legislation and acceptance by the regulatory authorities.

The monthly amount of any pension or co-pensioner benefit (not a deferred benefit), otherwise payable under the Collective Agreement between the parties hereto, to a Pensioner who retired on or after July 1, 2007 shall be increased in the Basic Pension Amount effective July 1, 2007 under Schedule A based on the Pensioner's job class and years of continuous service in effect at the time of retirement. The pension amount in Schedule A shall be determined on the basis of the highest Job Class in which the employee worked 1000 or more hours (including paid vacation hours) in any 12 consecutive months during the 60 months immediately preceding the date such Employee shall retire or otherwise break continuous service.

Notwithstanding the above paragraph, for a Pensioner who is receiving a supplement pursuant to the Special Retirement pension provisions of paragraph (g) of Appendix B of the agreement which was not due to a disability, the increases in pension amounts as determined in the previous paragraph shall not commence until the month following his attainment of age 65, or the month in which he qualifies for governmental Old Age Security and Canada/Quebec Pension Plan retirement benefits, if earlier, (or the commencement dates in the previous paragraph, if later).

- B) A member may retire on **his** thirty (30) Year Pension date which shall be the first day of any month following the completion of thirty (30) years of continuous service and prior to age sixty-five (65).
The monthly pension payable at a member's thirty (30) Year Pension date shall be the pension benefit calculated as for the Normal Retirement Pension.

- C) A member may retire on his Voluntary Retirement date, providing the member has ten (10) years of continuous service.
A member's Voluntary Retirement date is the first day of any month following age **sixty-two** (62) and prior to age sixty-five (65).
The monthly pension payable to a member retired on his Voluntary Retirement date shall be the pension benefit calculated as for the Normal Retirement pension.

- D) A member may retire on his Early Retirement date with the consent of the Company, providing the member has ten (10) years of continuous service. A member's Early Retirement date is the first day of any month following age fifty-five (55) and prior to age Sixty-two (62).

The monthly pension payable at a member's Early Retirement date shall be the monthly pension benefit calculated as for the Normal Retirement pension, reduced to recognize that Early Retirement pensions will be paid for a longer time.

- E) A \$13.50 per month times years of service, up to a maximum of thirty (30) years of service Pension Bridge with no actuarial reduction is applicable for employees retiring on or after July 1, 1986 who fulfill the following eligibility requirements:

i) Early retirement at age sixty (60) (effective March 1, 1994 age fifty-eight (58) for retirements on or after March 1, 1992 but only with respect to benefits payable on or after March 1, 1994) with thirty (30) years of service.

ii) Early retirement at age sixty-two (62) with ten (10) years of service.

This benefit to run to 65th birthday or death with no offsets.

- F) A member may retire on his Disability Retirement date, providing the member has ten (10) years of continuous service, which shall be the first day of the month following his disability.

The monthly pension payable at a member's Disability Retirement date shall be the pension benefit calculated as for the Normal Retirement pension without reduction, plus a supplemental monthly pension of three hundred dollars (\$300) until the member is eligible for the retirement benefits under the Old Age Security Act and the Canada Pension Plan.

- g) A member may retire on his Special Retirement date, which shall be the (effective March 1, 1994 age fifty-eight (58) for retirements on or after March 1, 1992 but only with respect to benefits payable on or after March 1, 1994) first day of the month following the completion of these requirements:

- i) Age fifty (50) with fifteen (15) years of continuous service and whose age plus service total is at least seventy (70) years; or whose age plus service is at least seventy-five (75) years; or has twenty (20) years of continuous service and whose age plus service total is at least sixty-five (65) years;

and

- ii) has been absent for two (2) years due to lay-off or disability; or whose service has been terminated due to permanent plant shut down.

The monthly pension payable at a member's Special Retirement date shall be the pension benefit calculated as for the Disability Retirement pension in F) above.

The minimum pension benefit from this Plan shall be fifteen dollars (\$15) per month for each year of Pensionable Service. The maximum pension benefit from this Plan shall not exceed two percent (2%) of the average of the best five (5) years of earnings for each year of continuous service, to a maximum of thirty-five (35) years.

The total retirement income payable to a member from this Plan and from the Canada Pension Plan and the Old Age Security Act shall not exceed eighty-five percent (85%) of the average of the member's five (5) years of earnings; this percentage shall be increased by an additional one percent (1%) for each year of continuous service after thirty (30) to a maximum of fifteen (15) such additional years

5. Terminating Benefits

A member who terminates employment with ten (10) years of continuous service shall be entitled to a monthly pension at Normal Retirement date equal to the Normal Retirement pension accrued based on the member's Job Class and continuous service to the termination date.

Such pension shall be reduced by the pension equivalent of any cash refund payable from the prior pension plan.

6. Death Benefits

- a) Prior to retirement:

If a member should die while employed by the Company and has completed 10 years of continuous service and is survived by a dependent spouse, a monthly benefit of one hundred dollars (\$100) shall be payable to the spouse until the spouse dies, remarries or becomes an employee of the Company.

b) After retirement:

The monthly pension payable from this Plan is for the lifetime of the member. A member may elect an optional form of pension for a reduced amount that will continue a percentage of the pension to a named beneficiary following the member's death.

N.B.

For those who were in the employ of the Company at December 31, 1970 and are in the employ of the Company at July 1, 1992, the pension payable at Normal Retirement Date for service from date of hire to December 31, 1970 will be the greater of:

- (i) the benefit calculated in accordance with the schedule in 4a or
- (ii) the "frozen" pension benefits as at December 31, 1970.

The guarantee of ten (10) years will continue to apply to the amount of the annual "frozen" pension benefit regardless of whether a pension is paid under (i) or (ii). Where retirement occurs prior to Normal Retirement Date, the "frozen" pension benefit will be subject to actuarial reduction.

7. Pension Committee

The Company and the Union shall establish a Joint Committee on Pensions consisting of not more than 4 members, half of whom shall be designated by the Company and half of whom shall be designated by the Union. Such Committee shall be furnished annually a report regarding the progress of the operation of the Pension Plan insofar as it affects the Employees.

From time to time during the term of this Agreement such Committee shall be furnished such additional information as may be reasonably required for the purpose of enabling it to be properly informed concerning the operation of the Agreement insofar as it affects the Employees.

APPENDIX C

For the purposes of determining vacation entitlement (not scheduling), the service date of the employees listed below shall be as indicated:

342	R. Scazzariello	01/18/71	366	E. Michalski	09/19/73
361	T. Altobello	06/25/74	356	D. Folland	01/14/71
327	J. Danbrook	07/06/72	371	G. Lawrie	03/16/70
328	A. Finnegan	04/08/68	334	J. Lurette	06/27/66
364	G. Bennett	01/06/71	378	J. MacDonald	08/16/71
304	S. Plaha	09/02/77	031	B. Foreshow	09/30/74

APPENDIX D

MEMORANDUM REGARDING GROUP LEADER SELECTION

With reference to Article 26 of the Collective Agreement and when appointing a Group Leader, the Company will use the following assessment factors in determining its selection from among those employees eligible:

- i overall job related skill and ability
- ii knowledge of all aspects of those jobs falling within the group leader's responsibilities
- iii interpersonal skills
- iv leadership qualities
- v planning and organizational skills
- vi communication skills
- vii demonstrated sense of responsibility
- viii attendance and absenteeism record
- ix personal working habits/dependability

APPENDIX E

CONTINUOUS SHIFT OPERATIONS (D&I - TWO (2)PIECE)

1. (a) The shift schedule will consist of two (2) eleven and one half (11.5) hour alternating shifts, each with a one half ($\frac{1}{2}$) hour unpaid lunch period.
- (b) All employees will be provided three (3) fifteen (15) minute relief periods, one (1) in the first half and two (2) in the second half of the employees scheduled shift.
- (c) No employee will work over five (5) consecutive hours without a lunch period, with a maximum of one (1) such period per shift.
- (d) Hours worked beyond twelve (12) hours in any twenty four (24) hour period shall be paid at the double time rate.
- (e) The shift premium will be five (5) per cent of the employees standard hourly rate for employees working on the night shift.
- (f) Jury or subpoenaed witness duty will be paid at the rate of twelve (12.5) hours if the duty falls on a scheduled work day within a seven (7) calendar day period, in accordance with Article 9.09 of the Agreement.
- (g) Bereavement leave will be calculated at the rate of twelve and one half (12.5) hours paid for three (3) consecutive days of bereavement leave, if the leave is taken within seven (7) calendar days of the day of death, funeral or service.
- (h) Pay for statutory holidays will be calculated at the rate of twelve and one half (12.5) hours at the employees standard hourly rate, excluding shift premium. If an employee works on a holiday, he/she will be paid double time for all hours worked, in addition to receiving his/her holiday allowance of twelve and one half (12.5) hours pay at the standard rate. The combination of pay for the unworked holiday and the double time rate will not exceed thirty four and one half (34.5) hours pay for eleven and one half (11.5) hours worked ($3 \times 12.5 = 37.5$).
- (i) Pay for vacation will be calculated at forty and a quarter ($40 \frac{1}{4}$) hours per week of vacation entitlement, in accordance with Article

11 of the Agreement. In the event an employee takes a single week of vacation consisting of three (3) regular working days, he/she will be credited with a half day (½) of vacation entitlement. If an employee accumulates two (2) half day credits, he/she will be entitled to an additional vacation day. However, no further claim will be made for additional payment.

- (j) An employee who transfers from one schedule to another i.e. continuous to conventional or the reverse, at his/her request, shall be governed by the appropriate over time and hours of work provisions of the Agreement, applicable to the schedule to which he/she is transferred.

Any employee who has his/her schedule changed from conventional to continuous at other than his/her request shall be paid one and one half times (1 ½) his/her regular straight time hourly rate for all hours worked on Saturday, and two (2) times his/her straight time hourly rate for all hours worked on a Sunday, provided that during the Monday to Sunday period when such change takes place the employee has not received any scheduled day or days off work or received any overtime payment for working a scheduled day off.

Any employee who has his/her schedule changed from continuous to conventional at other than his/her request shall be paid in accordance with Article 8 of the Collective Agreement.

- (k) The Short Work Week Benefit for a particular week will be calculated by the difference between eighty (80%) per cent of the regular week's pay and the sum of all hours:
 - i) he/she was to be paid in the benefit week.
 - ii) he/she did not work but for which he/she was paid (including holiday pay).
 - iii) or for any reasons other than lack of work.
- (l) If an employee works his/her last or only scheduled day off in his/her scheduled week, all hours worked will be paid at two (2) times his/her straight time hourly rate. If an employee works any other day off, all hours worked will be paid at one and one half (1 ½) times his/her straight time hourly rate.
- (m) As per the Sick Leave ~~Plan~~ in the Agreement, those employees who qualify will be credited with one half (½) credit of ~~six~~ and one quarter

(6¼) hours for each month worked to for a maximum of ~~six~~ days (6) (at twelve and one half (12 ½) hours per day) per year.

- (n) Employees on a Continuous Operations schedule will be paid twelve and one half (12 ½) hours pay for each eleven and one (11 ½) half hours worked. Any employee who works less than eleven and one half (11 ½) hours on any given shift will receive a pro rata share of the one hour (1) pay premium and shift differential. Should any legislation require payment of overtime premiums for any hours paid at straight time rates under the provisions of the Agreement, will be offset by the one hour continuous shift premium.
 - (o) Employees will be entitled to Call Out Pay in accordance with Article 9.08 of the Agreement.
2. The provisions of the Continuous Operations Appendix will apply to the two piece (D & I) operations only.

APPENDIX F

MODIFIED WORK AGREEMENT

The Company will be permitted to offer to members of the C.E.P. who are employed at 233 and for whom modified work would be appropriate, assignments such as sorting, cleaning and unskilled general labour, as long as no member of the USWA bargaining unit is on lay off or is displaced as a result of such placement.

APPENDIX G

MEMORANDUM OF SETTLEMENT

(ADDENDUM) BETWEEN

CROWN METAL PACKAGING CANADA LP

and

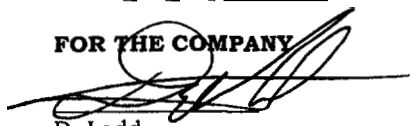
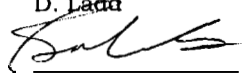
USWA Local 8670

Supplemental Unemployment Benefit Plan

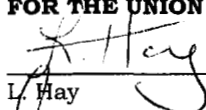
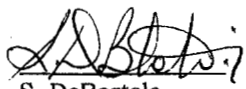

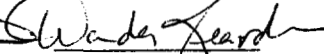
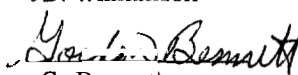
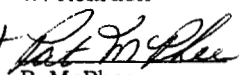
In respect of the payment of **SUB** plan benefits made to eligible members of Local 8670 on lay off from active employment, the parties agree that the calculation of the *Gross Weekly Benefit* will be based on the straight time hourly rate applicable to the highest paid classification held by an employee so entitled to the benefit within the previous forty five (45) calendar days.

dated December 07, 2004

FOR THE COMPANY


D. Ladd

G. Nichols

FOR THE UNION


L. Hay

S. DeBartolo

D. Williamson

W. Reardon

G. Bennett

P. McPhee

SICK LEAVE PLAN

1. For employees of the Company who were members of the United Steelworkers of America, Local 8670, excluding students hired prior to July 1, 1974, protection **is** given on an annual basis and credits are not accumulative from year to year.

ANNUAL ALLOWANCE

One half (1/2) day per month maximum ~~six~~ (6) days.

This sickness allowance credit will be computed twice annually at January 1 and July 1.

Time off with pay for any sickness not covered by Weekly Indemnity or W. S. & I. B. payments will be charged against the employee's allowance on the basis of one day for each day of time off with pay. Pay for Sick Leave under this plan will be calculated at the employee's straight time hourly rate times the number of regular hours the employee would have worked on such day, and to the extent that Sick Leave credits are available. If requested by the Company, an employee must provide a doctor's certificate for any illness paid for under this plan.

Unused Sick Leave credits accumulated under this provision as of December 31 of each calendar year will be paid at the employee's straight time hourly rate as defined in Article 8.01 by February 1 of the following year.

2. The accumulated credits for each employee at June 30, 1971 less charges since that date, may be used under any of the following options:

As a supplement to existing Sick Leave Plans to provide additional sickness coverage.

As an addition to regular earned vacation credits subject to using a maximum of five (5) working days at straight hourly rates in any one year. Such vacations so far as possible will be granted at times most desirable to employees but the final right to allotment of the vacation period is exclusively reserved to the Company in order to ensure the orderly operation of the plant.

Any balance of Sick Leave credit allowances existing in the year in which an employee attains normal retirement age, may be taken in the form of leave with pay.

Such leave will be based upon the number of days credit available at straight time hourly rates and must be taken in the period immediately preceding the normal retirement date. Such leave with pay shall not cause any reduction in the pension the employee would be entitled to receive from the Company at such normal retirement date.

Any employee wishing to avail himself of this provision must advise the Company in writing of this intention at least six (6) months prior to the date such leave would commence.

Any employee with accumulated Sick Leave credits under this programme, may elect a cash pay-out in full.

APPENDIX H

PREFERENTIAL LAYOFF

Effective July 1, 2005, in the period prior to the layoff from active work of an employee or employees from the bargaining unit, an employee who has two (2) or more years of continuous employment and entitled to Supplemental Unemployment Benefits (**SUB**) and who would otherwise not be laid off from work as a result of the normal operation of the seniority provisions of the Agreement, may elect to be laid off in the place of another employee who is also has two (2) or more years of continuous employment and entitled to SUB but having less seniority, as long as all of the following conditions are met:

Written application, on a form provided by the Company, must be made prior to the date of layoff. A copy of any such application must be forwarded to the Union by the applicant.

An employee who has two (2) or more years of continuous employment and would otherwise, except for this arrangement, be entitled to layoff and to **SUB** by the terms of the Collective Agreement, must agree in writing to forego his/her right to be laid off and to receive those benefits.

An application for preferential layoff will be considered only if the employees remaining at work have the necessary qualifications, skill and ability to immediately perform the available work with the degree of proficiency required of other employees within the classification. Any determination regarding the qualifications and suitability for replacement issue will be made at the sole discretion of the Company.

Any employee who has been given the opportunity to be laid off in the preferential fashion set out in this arrangement must return to work when notified by the Company in the manner set out elsewhere in the Agreement.

An employee to whom preferential layoff has been granted and who desires to return to work prior to his/her recall by the Company, must notify the

Company in writing no later than two (2) calendar weeks prior to the date he/she intends to return to work.

The Company retains the right to accept or deny requests for preferential layoff at its discretion, but **will** not exercise this right in a capricious or arbitrary fashion. Either the Company or the Union may terminate this arrangement at any time and upon thirty (30) business days written notice.

The foregoing *is* acknowledged and agreed to by:

D. Ladd	L. Hay	S. DeBartolo
G. Nichols	D. Williamson	W. Reardon
	G. Bennett	P. McPhee

Dated at Kingston, Ontario this _____ day of December, 2004.

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