

COLLECTIVE AGREEMENT

between

CROWN METAL PACKAGING CANADA LP

and

UNITED STEELWORKERS OF AMERICA

Local 9176

PLANT #245 - WESTON

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PLANT 245 AGREEMENT

This Agreement is made and entered into this 28th day of June, 2005 by and between CROWN Metal Packaging Canada LP, (hereinafter referred to as the "Company") and the United Steelworkers of America, AFL-CIO-CLC (hereinafter referred to as the "Union").

The term "Company" as used in this Agreement means CROWN Metal Packaging Canada LP. The term "Local Management" means the Plant Manager (or his authorized representatives) in any particular location.

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

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

PREAMBLE

Purpose, Intent and Cooperation

Purpose and Intent

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

Union-Management Cooperation

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

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

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

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

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

ARTICLE 1 RECOGNITION

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

1.2 The Company shall further recognize a Local Union negotiating committee consisting of not more than five (5) employees from the bargaining unit, one of which shall be the president.

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

ARTICLE 2 BARGAINING UNIT

2.1 Employees Included

The bargaining unit includes employees occupying jobs in the individual bargaining unit set forth and described in this Agreement and the employees of any location of the Company at which metal cans are manufactured (including composite can manufacturing plants and master plate manufacturing plants and

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equipment manufacturing plants], but excluding paper products, plastics, flexible packaging, and glass plants for whom the Union may during the life of this Agreement be certified or recognized. Should the Union be certified or recognized as the bargaining agent for any unit of the Company at a paper products plant, plastics, flexible packaging, or glass plant, the parties will negotiate concerning whether such unit will become a unit of the Plant 245 Agreement and as to the terms and conditions **with** respect to rates of pay, hours of work or other conditions of employment which are to apply to such unit.

2.2 No Bargaining with Other Groups

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

2.3 Work by Excluded Persons

- (a) Persons whose regular jobs are not in the bargaining unit will not work on any jobs for which rates are established by this Agreement, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available. The basic responsibility of supervisory employees is the effective direction of the employees in their assigned groups. It is not the Company's policy or desire to have a supervisory employee perform any other function than that for which he is held responsible --- the effective direction of the group of employees under his supervision. Grievances arising over an alleged violation of this clause must be filed within eight work days of the occurrence for Production and Maintenance units and will be heard initially in the Second Step of the Grievance Procedure. If the Company agrees at any step of the Grievance Procedure that there has been a violation of this Section by any persons whose regular job or jobs are not in the bargaining unit and who are acting under the direction of supervision, or *if* the arbitrator so determines, the employee who would have performed the work will receive a reasonable award. In any event the award will be no less than four (4) hours pay.

- (b) In view of the Company's Supervisory Training Program, it may be necessary for the Company to place in certain locations persons with specialized training or education as sales, staff, engineering or manufacturing trainees. Such trainees are not under the scope of this Agreement, but may during their course of training perform work in any classification covered by the bargaining unit. An employee who would otherwise be working on the job being performed by a Supervisory Trainee will "stand by" while his job is being performed. If the regular employee is assigned by Local Management to instruct the

Supervisory Trainee, the Instructor's rate will apply in accordance with Section 9.12 during the time he is assigned to work as an Instructor. The Local Union will be notified of all Supervisory Trainees in a plant and their schedules.

2.4 Contracting Out

The Company does not intend to subcontract work if such work can be performed by employees presently at work or by employees who might be on layoff at the time such work is necessary and we hereby agree that before any work is contracted out in the future Local Management will discuss its intentions with the Local Union Committee.

In such discussions the Company will explain its reasons for its tentative decision to sub-contract such work and give the Local Union an opportunity to suggest ways in which the work might otherwise be performed. The Company will give due consideration to the suggestions of the Local Union before making its final decision as to whether or not such work will be subcontracted.

ARTICLE 3 EQUAL EMPLOYMENT

3.1 No Discrimination

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

3.2 No Discrimination Against Handicapped

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

3.3 Joint Human Rights Committee

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

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

3.4 For the purpose of this article, "sexual harassment" means:

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

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

ARTICLE 4 LOCAL AGREEMENTS, CUSTOMS AND PRACTICES

4.1 This Agreement supersedes all preceding written local agreements and supplements. Provisions contained in such local agreements and supplements which are not specifically covered by or eliminated by this Agreement shall be continued in effect.

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

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

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

ARTICLE 5 UNION SECURITY

5.1 Present Members

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

5.2 New Members

Any employee who is not a member of the Union and any employee who is hired on or after the effective date of this Agreement must, as a condition of employment, join the Union within *sixty* (60) calendar days following the effective date of this Agreement or following his date of employment, whichever is the later, and must maintain his membership in the Union for the life of this Agreement to the extent of paying the periodic dues and initiation fees uniformly required of all Union members.

5.3 Membership in Good Standing

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

5.4 Conformance with Federal and Provincial Laws

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

5.5 Exceptions

In those provinces in which laws impose restrictions on union security provisions in collective bargaining agreements which make the above provisions illegal or unenforceable, and only *so* long as such provincial laws shall remain valid and effective, the Union shall be granted the maximum form of union security permissible under such provincial laws. The Company and the Union will cooperate in seeking determinations from the appropriate government officials in such

provinces as to the maximum form of union security permissible in such provinces, in the event no such determinations have been made previously.

In provinces in which the provisions of Section 5.1 and 5.2 may not lawfully be enforced, the following provisions to the extent that they are lawful shall apply: Each employee covered by this Agreement who fails to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the 31st day following the beginning of such employment or the effective date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

5.6 Check-Off

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

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

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

5.7 Membership Application and Check-Off Authorization Cards

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

5.8 Conformance with Federal Law

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

5.9 Protection by Union

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

5.10 Union Activities on Company Time

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

**ARTICLE 6 MANAGEMENT
RESPONSIBILITIES**

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

ARTICLE 7 HOURS OF WORK

7.1 Definition of Day and Work Day

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

7.2 Definition of Work Week

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

7.3 Shifts and Work Schedules

The Local Management will endeavour to arrange regular shifts and work schedules mutually satisfactory to both parties and will not make indiscriminate changes of such schedules. The Local Management will not stagger shift starting times for the sole purpose of avoiding overtime in meeting variations in the volume of production requirements.

This provision is not intended to and shall not be construed as preventing the Local Management from staggering shift starting times wherever the physical nature of the production or maintenance processes require work either before or after the regular shift starting times. The Local Management agrees that, where possible, it will discuss necessary changes with the Local Union as far in advance of such change as is practical.

7.4. Special Third Shift Schedules

The methods of scheduling the operations of a plant or department thereof when a third shift is deemed to be necessary to meet operating requirements vary from plant to plant. It is agreed that present practices which provide for third shift schedules of eight (8) hours of work including a paid lunch period or for a short third shift will continue in effect and without modification in those locations where such practices exist. In all other plants covered by this Agreement the following shall apply:

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

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

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

7.5 Continuous Operations

(a) The Local Union and Plant Management at any plant may mutually agree in writing to changed schedules covering continuous operations for that plant or portion thereof. At the conclusion of any cycle the local parties may mutually agree in writing to a different continuous operations schedule. The Schedule shall provide not less than 175 hours of regular straight - time pay for each week of 168 hours of production.

(b) Any continuous operations schedule shall establish a combination of consecutive days of work that are followed by a day or days off which shall be

known as a Personal Work Schedule for each employee. The start of a Personal Work Schedule may vary from one calendar week to another. If an employee works the last or only scheduled day off in his Personal Work Schedule, the hours he works shall be treated for pay purposes as would a Sunday under the standard plant work week schedule; if an employee works the day immediately preceding his last or only scheduled day off, whether scheduled or not, the hours he works shall be treated for pay purposes as would a Saturday under the standard plant work week schedule; if the employee works on any other scheduled day off in his Personal Work Schedule, he shall be paid at one and one-half times his regular straight time rate.

(c) For continuous operations schedules which consist of two 11.5 hour shifts, each with a one-half hour unpaid lunch period which will be taken between the 4th and 6th hours:

(1) Holiday Allowance

The unworked holiday allowance shall be calculated at 12.5 hours at straight time pay excluding shift premium. If an employee works on a holiday, in addition to his holiday allowance he will be paid double time for all hours worked. The combination of the pay for the unworked holiday and the double time for hours worked will not exceed 37.5 hours for 11.5 hour shifts. Hours worked on a holiday in excess of 11.5 hours will be paid at three (3) times the straight time hourly rate.

(2) Overtime

Hours worked over 11.5 in any 24-hour period will be paid at one and one-half times the straight time hourly rate. Hours worked beyond twelve hours in any 24-hour period shall be paid at double time.

(3) Bereavement Leave and Jury or Witness Service

If the absence falls on a scheduled day of work, the allowance will be calculated at 12.5 hours.

(4) Relief Periods

All employees will be provided three (3) 15-minute relief periods, one in the first half and two (2) in the second half of the employee's scheduled shift.

(5) Night shift Premium shall be five percent (5%) of the employee's standard hourly wage rate.

(6) Vacation Pay

An employee who has worked on an 11.5 hours-per-day continuous operation schedule for at least thirty (30) calendar weeks in the preceding calendar year shall be eligible for vacation pay of 46 hours in lieu of the averaging techniques stipulated in Article 11, Section 11.2 of the Plant 245 Agreement.

(7) Schedule changes:

i. An individual who transfers from one schedule to another (continuous to conventional or vice versa) at the employee's request shall be governed by the appropriate overtime and hours of work provisions of the Plant 245 Agreement applicable to the schedule to which the employee is referred.

ii. "Consistent with part (b) above, all employees are entitled to the benefits of their personal work schedule. Employees will be considered unavailable for work on upcoming schedules until such time as their present work schedule has been fulfilled. If conditions exist which require an individual to work, all work performed would be paid consistent with part (b) above.

(8) Short Week Benefit

The Short Week Benefit for a particular week will be calculated as the difference between 80% of the regular scheduled hours of pay and the sum of all hours:

i. he was paid in the benefit week:

ii. he did not work but for which he was paid (including holiday pay):

iii. or for reasons other than lack of work.

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

(9) Reverting to Conventional Operations

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

(10) Vacation Scheduling

For all employees working continuous operation schedules in accordance with Article 7, Section 7.5 of the Plant 245 Agreement, unless otherwise mutually agreed, a week of regular annual vacation pursuant to Article 11 shall consist of the employee's personal work schedule but in no event less than seven (7) consecutive calendar days.

- (11) Work by Excluded Person
Award of six (6)hours pay for violations of Article 2.3.
- (12) Pay When No Work is Available
Award of twelve and one half 12.5 hours pay if there is a material change in working condition or if on an overtime day six (6)hours pay at the applicable overtime rate, consistent with Article 9.16.
- (13) Pay When Some Work Available
Award of twelve and one half 12.5 hours pay for regular shift or if on an overtime day six (6)hours pay at applicable overtime rate, consistent with Article 9.17.
- (14) Call-Out Pay
Award of not less than three (3)hours, consistent with Article 9.19.
- (15) Travel Time
Eleven and one half (11.5) hour workday is considered the employees normal workday.
- (16) Loss of Continuous Service
Consistent with Article 12.5(d), employees would lose all seniority and continuous service if they do not return to work from layoff within three (3)days from date of recall.
- (17) Failure to Agree
If the local parties are unable to agree on the provisions of a continuous operations schedule, then the schedule attached as Appendix "E", shall be adopted.
- (18)Continuous Operations Premium
- i. The Continuous Operations Schedule shall provide not less than 12.5 hours of pay for 11.5 hour shifts.
 - ii. Employees scheduled to work an 11.5 hour shift, but who work less than eleven and one half (11.5)hours, will receive a pro-rata share of the one (1) hour pay premium and shift differential applicable to employees who work the full eleven and one half (11.5)hour shift.
 - iii. Should any current or future legislation require payment of overtime premiums for any hours paid at straight time rates under the provisions of *this* Agreement, the payment for hours paid but not

worked over 11.5 in a day (including any Continuous Operations bonus) shall be utilized in offsetting the impact of such legislation.

(19) In the event that the Company decides to switch from a conventional operations schedule to a continuous operations schedule or vice versa and in the event that an employee does not receive an average of at least forty and one quarter (40.25) hours of pay per week over the eight (8) week averaging period as a result of that switch, the employee affected will nonetheless receive an average total of forty and one quarter (40.25) hours of pay per week for the period during which the schedule change takes place. The total averaged pay will include all monies received from regular pay, S.U.B. and statutory holiday pay.

In the event that such a change in schedules is required, the company will endeavour to provide as much notice as possible to the union and the employees affected so as to minimize the impact of the change.

7.6 Definition of Shifts for Application of Shift Differentials

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

7.7 Day of Shift

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

7.8 Relief Periods

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

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

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

7.9 Lunch Period Within Five Hours

(a) A lunch period, without pay, of not less than thirty minutes will be allowed employees within their first five hours worked on any shift. Employees who

are assigned by Local Management to work beyond their first five hours without a lunch period will be paid one and one-half their regular straight time rate for all time worked beyond the first five hours until they have a lunch period.

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

ARTICLE 8 OVERTIME

8.1 Definition of Regular Straight Time Hourly Rate

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

8.2 Hours Worked in Excess of Eight (8)

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

8.3 Hours Worked in Excess of Twelve (12)

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

8.4 Exceptions to Daily Overtime

When an employee is permitted by Local Management to change from one shift to another at his own request, and the new shift starts within the same twenty-four (24) hour period as his preceding shift, overtime provided under Sections 8.2 and 8.3 will not be paid. However, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining overtime. For the purpose of this paragraph, it shall also be considered that an employee has requested a change from one shift to another for the purpose of rotation of shifts for the employee's convenience.

8.5 Saturday and Sunday

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

8.6 No Duplication of Overtime Pay

Payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours are compensated for at an overtime rate under one

provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

8.7 Distribution of Overtime

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

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

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

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

(c) If it is shown that Local Management was in error in the distribution of overtime during the two weeks immediately preceding the date of the review of the Supervisor's record with the grievance committeeman and that an employee did not properly share in available overtime during such period, Local Management will make an adjustment in future overtime schedules within 50 calendar days after the error has been reported in writing by the committeeman to Local Management or at the end of the 50 day period compensate the employee for the earnings he would have earned had he been given his proper overtime opportunity.

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

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

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

ARTICLE 9 WAGES (Hourly Employees)

The provisions of this Article 9 apply only to hourly employees in the production and maintenance units.

9.1 Cooperative Can Industry Agreement and Manual-1977

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

These principles and procedures have been incorporated in an Agreement called the Cooperative Can Industry Agreement and Manual-1977 hereinafter referred to as the Manual. The Co-operative Can Industry Agreement and Manual-1977 is hereby incorporated within this Agreement by reference. The provisions of Appendix C establishing training programs are also hereby incorporated within this Agreement by reference. The parties shall describe and classify all jobs in accordance with the provisions of the Manual.

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

1. The term "job" as used in this Section refers to the scope or type of work performed under a given title as set forth in the applicable job description, and does not pertain to workload, machine speed, or scope of assignment.
2. The term "multi-rated job" as used in this Section is a job for which more than one job class has been established through the use of the Manual for the application of the standard hourly wage scale.
3. In the case of multi-rated jobs, nothing in this Section shall affect seniority practices except that:
 - a. During a shift, seniority shall not apply with respect to assignments within multi-rated jobs as defined above.
 - b. For seniority purposes the job **will** be considered to be available on the basis of the highest job class applicable to it. Employees assigned to multi-rated jobs may bid out of such jobs at the actual job class at the time of the bid or opening.
 - c. Employees on multi-rated jobs shall retain whatever rights to assignment to a specific position within the multi-rated job that existing seniority practices would normally provide.
4. In the case of multi-rated jobs nothing in this Section shall affect rate retention practices except that:
 - a. Employees on such a multi-rated job will not accrue rate retention rights applicable to assignments within such job: and
 - b. Such rate retention rights will apply only when **an** employee goes to another job or multi-rated job and then only to the extent that existing practices already provide.

9.2 Standard Hourly Wage Scale

The standard hourly wage scale of rates for the respective job classes stating the general wage increases of \$.00 per hour effective June 27, 2005, \$.00 per hour effective June 26, 2006, and \$.00 per hour effective June 25, 2007, is set forth in Appendix B of this Agreement. Whenever in this section reference is made to an adjustment payable or commencing on the first of a month, it shall become payable or commence on the Monday closest to the first of the month.

The standard hourly wage scale of rates for the respective job classes stating an increment increase of \$.00 per hour between job classifications effective June 27,

2006, an increment increase of \$.01 per hour between job classifications effective June 26, 2006, and an increment increase of \$.01 per hour between job classifications effective June 25, 2007, is set forth in Appendix B of this agreement. Whenever in this section reference is made to an adjustment payable or commencing on the first of a month, it shall become payable or commence on the Monday closest to the first of the month.

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

9.3 Application of the Standard Hourly Wage Scale

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

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

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

9.4 Transfer Pay Practices

Whenever an employee is transferred from one job to another during a shift the following pay practices will apply:

1. An employee will be paid for all hours worked on a shift at no less than the rate of the job on which he starts his shift.
2. An employee who, during his shift is transferred to a higher classified job than the job on which he started his shift, will be paid at the rate of the higher classified job from the time of such transfer and for the balance of his shift except that an employee who is transferred to a higher classified job for the purpose of relief will be paid at the rate of the higher classified job for the time spent on such relief. Any changes in local transfer pay practices which may be required to conform to the above will not apply *to* employees assigned to or transferred to incentive jobs or to employees who relieve on skilled, trade or craft jobs during a shift for meal and rest periods.

9.5 Schedule of Apprentice Rates for Trade or Craft Jobs

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

Wage Progression Schedule

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

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

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

9.6 Schedule of Trainee Rates for Skilled Jobs

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

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

Wage Progression Schedule

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

Upon completion of the last period in the Wage Progression Schedule above, the trainee shall accede to the job class rate applicable to the skilled job.

Additional provisions governing training programs for skilled jobs are set forth in the Manual.

9.7 Adjustment of Incentive Earnings

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

9.8 Adjustment of Out-of-Line Differentials

(a) An employee who on July 3, 1989 was entitled to receive a "red circle" rate on any job shall receive his applicable "red circle" for time worked on each such job plus the general wage increases provided for in this Agreement or the applicable standard hourly rate for such job, whichever is the higher. Out-of-line differentials are thereby reduced or eliminated by the job class increment adjustment provided for in this Agreement on the effective date of such adjustment.

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

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

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

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

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

9.9 Wage Rate Inequity Grievances

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

9.10 Description and Classification of New or Changed Jobs

(a) Local Union Job Evaluation Committee

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

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

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

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

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

(b) Establishing Descriptions and Classifications on New or Changed Jobs

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

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

1. Local Management shall prepare a proposed job description and the Human Resources Department of the Company's Head Office shall prepare a job classification summary sheet in accordance with the requirements of Sections D & E of the Manual.
2. The appropriate Local Management representative and the Local Union Job Evaluation Committee shall promptly review the proposed job description and factoring.
3. If Local Management and the Local Union Job Evaluation Committee are in agreement that the job description accurately describes the job and that the job has been factored and classified in accordance with the principles set forth in the Manual, the appropriate Management representative will then issue copies of the agreed upon job description and job classification summary sheet to all holders of the Cooperative Can Industry Manual-1977.
4. If Local Management and the Local Union Job Evaluation Committee are unable to agree that the job description as submitted accurately describes the job or are unable to agree on the factoring, Management shall:
 - a. Issue copies of the proposed description and classification summary sheet as in 3 above.
 - b. Install the proposed classification, and
 - c. Install the standard hourly rate for the job class to which the job is thus assigned.

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

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

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

In the event Management does not develop a new job description and classification, the Local Union Job Evaluation Committee may process a grievance under the grievance and arbitration procedures of this Agreement requesting that a 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 30 calendar days prior to the date the grievance was filed.

5. When Local Management changes a job but the change does not affect the numerical classification in an amount sufficient to cause an increase or decrease in the classification, Local Management will nevertheless submit a revised job description and factoring evaluation.
6. Notwithstanding the provisions of the Manual, any factoring change which results in placing a job in a lower job classification will not reduce the rate of any employee assigned to such job at the time of the change or any employee previously assigned to such job. The higher rate will apply only during the period that the employee is assigned to such job.

(c) Installation or Discontinuance of Incentive Plans

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

9.11 Group Leaders

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

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

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

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

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

1. Consider all jobs in the group to be led and select the highest classified job within the group for which the group leader must be qualified and on which the group leader may be required to perform from time to time, such job being termed the "basic job" from which to determine the rate of the group leader job.
2. **An** employee designated by the Local Management as a group leader will be paid as follows: (i) the standard hourly rate of three job classes higher than the standard hourly rate of his regular job, or (ii) the standard hourly rate of three job classes higher than the standard hourly rate of the "basic job" within the group defined above, whichever is higher.

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

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

9.12 Instructors

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

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

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

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

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

9.13 Shift Differentials

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

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

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

9.14 Income Protection

(i) Rate Retention

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

(ii) Income Differential Allowance

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

(b) The Income Differential Allowance shall be equal to the difference between 95% of the employee's average straight time hourly earnings for hours worked in the base year and his average straight time hourly earnings for hours worked in the calendar quarter times the number of hours worked in the calendar quarter. As used in this Section 9. 14(ii), "hours worked" includes both straight time and overtime hours, and also vacation and holiday hours. With respect to overtime hours, the applicable overtime premium will be paid on the Income Differential Allowance.

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

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

1. Earnings received and hours worked in the base year on a job from which an employee has been removed for lack of ability shall not be counted in determining his average straight time hourly earnings in the base year.
2. If with the approval of Local Management an employee, in accordance with local seniority practices, does not accept the highest classified job he has previously performed and which his seniority would entitle him to perform, his Income Differential Allowance will be calculated on the basis of the job which he refused: provided, that if a particular job is refused by more than one employee, only one such employee (as determined by local seniority Practices) shall have his Income Differential Allowance calculated on the basis of the rate of that job, and all other such employees shall have their Income Differential Allowances calculated on the basis of the rate of the jobs on which they actually worked.

3. If **an** employee working on a job bids to a lower rated job in accordance with local seniority supplement (other than to avoid layoff), his Income Differential Allowance will be calculated on the basis of the job which he would have retained but for his bid.
4. An employee who does not maintain his level of performance on the same incentive pay job or jobs which he performed in the base year, provided that his incentive earnings opportunities remain unchanged, **will** not be paid an Income Differential Allowance for the hours in which he does not maintain such level of performance, nor shall such hours and earnings be included in calculating his average straight time hourly earnings for the quarter.

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

9.15 Notification to Report

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

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

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

9.16 Pay When No Work Is Available

If the work for which the employee was scheduled to report is not available or if there is no substitute work for him which is within his reasonable capacity to perform and which is not of such nature as to involve material change in the employee's working conditions, he will be paid nevertheless for eight (8) hours work.

The rate of pay will be the straight hourly base rate for the job he was scheduled to report on, plus any shift differential that applies. If he refuses such substitute work, he will not get the eight (8) hours pay. If the work for which the employee was scheduled would have been paid for at overtime rates, he shall receive four (4) hours report pay at the applicable overtime rate.

9.17 Pay When Some Work Is Available

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

9.18 Circumstances Outside the Company's Control

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

9.19 Call-Out Pay

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

9.20 Pay for Jury Duty

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

When an employee is called for jury service or as a witness on a holiday, he shall be paid his holiday pay in addition to the payment he receives for jury service or as a witness.

9.21 Travel Time

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

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

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

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

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

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

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

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

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

9.22 Cost of Living

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

"Consumer Price Index Base" refers to the Consumer Price Index for the month of June 2004 or December 2004, whichever is the highest.

"Adjustment dates" are February 15, May 15, August 15, and November 15, 2005; February 15, May 15, August 15, and November 15, 2006; February 15, May 15, August 15, and November 15, 2007; and February 15, 2008.

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

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

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

(b) Cost of Living Adjustment:

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

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

(d) Annual Cost Of Living Roll In:

The Cost of Living Adjustments due February 15, May 15, August 15, and November 15, 2005 will be rolled into wage rates effective February 13, 2006.

The Cost of Living Adjustments due February 15, May 15, August 15 and November 15, 2006 will be rolled into the wage rates effective February 12, 2007.

The Cost of Living adjustments due February 15, May 15, August 15 and November 15, 2007 will be rolled into the wage rates effective February 18, 2008. Until rolled into the wage rates in accordance with the above, the adjustments will be paid as an "add-on".

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

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

9.23 Short Work Week Benefit

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

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

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

ARTICLE 10 HOLIDAYS

10.1 Recognized Holidays

New Year's Day

Good Friday

Victoria Day

* Civic Day

Canada Day

Labour Day

Thanksgiving Day

* Christmas Eve Day

Christmas Day

* Boxing Day

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

If, during the term of this Agreement, the Canadian Federal or Provincial Government pass legislation establishing a statutory holiday or holidays in addition to the ten (10) listed above under Recognized Holidays, the parties agree that any holiday observed under the terms of **the** Agreement or by local convention or

practice as the "floater" that is not also a statutory holiday will be used to recognize and observe the newly legislated holiday and will no longer be considered a floater, whether or not the floater had been recognized as a substituted holiday for the life of the agreement. In any event, there can be no more than eleven (11) recognized and observed statutory holidays, unless that number is exceeded by statute.

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

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

10.2 Pay for Unworked Holidays

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

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

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

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

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

10.3 Holidays During Vacations

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

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

10.4 Pay for Holidays Worked

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

10.5 Effect of General Increases

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

ARTICLE 11 VACATIONS

11.1 Eligibility

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

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

**Hours Worked in
Previous Calendar Year**

Vacation Allowance

1000 hours or more	One weeks pay (not less than 40 hours nor more than 48 hours)
800 hours or more but less than 1000 hours	Three working days (24 hours)
600 hours or more but less than 800 hours	Two working days (16 hours)
400 hours or more but less than 600 hours	One working day (8hours)

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

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

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

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

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

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

1. Established illness or injury up to a period of thirteen (13) consecutive weeks for any one absence. Substantial proof of such illness or injury must be provided by the employee upon return to work after any absence caused by such illness or injury.
2. Hours of vacation.
3. Time spent in the Armed Forces.

11.2 Rate of Vacation Pay

The hourly rate of vacation pay will be the average straight time hourly rate (including incentive earnings and shift premiums) for the first four of the last five weeks prior to the beginning of the vacation period. This hourly rate of vacation pay will be calculated for the first vacation period for an employee and will be used for subsequent vacation periods, if any, during the same calendar year.

Employees who qualify for a full weeks vacation (and also those who qualify for the additional week or weeks) will receive a weeks pay computed as follows:

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

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

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

11.3 Payment of Regular Earnings

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

11.4 Vacation Pay on Termination

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

11.5 Continuous Service

(a) Continuous service to determine eligibility for the extra week or weeks of vacation will mean uninterrupted service with the CROWN Metal Packaging Canada LP or its subsidiaries, and also uninterrupted service with another company which is purchased by the CROWN Metal Packaging Canada LP.

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

11.6 Time of Vacations

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

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

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

(c) Vacation must be taken annually and are not cumulative. However, any vacation started during the end of one calendar year may continue without a break into the subsequent calendar year, and such vacation will be considered for the year in which the vacation started.

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

11.7 Effect of General Increase

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

11.8 Additional Payment

Each employee will be paid an additional payment of \$40 for each full week of regular vacation at the time he receives his regular vacation pay. If the balance of a Leave Allowance is paid because of death, termination of employment, etc. later in the same calendar year that regular vacation pay and a special payment had been made, the amount of the additional payment will be deducted from the balance of the Leave Allowance payable.

ARTICLE 12 SENIORITY

12.1 Purpose

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

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

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

12.2 Exception to Seniority In Case of Shutdown

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

12.3 Probationary Period

(a) Each employee shall be a probationary employee and shall not attain seniority status during the first 60 working days after initial employment or reemployment following a break in seniority. If an employee is laid off during the

probationary period and recalled to work within **six** months from date of layoff, he will receive credit for time worked before layoff.

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

(c) During such probationary period, all of the provisions of this Agreement shall apply unless specifically noted to the contrary except the probationary employee may be terminated or laid off for any reason.

No grievance **will** be filed in connection with such termination or layoff except on the grounds of discrimination alleging violation of Article 3 of this Agreement.

12.4 Definition of Continuous Service

(a) Company Length of Service

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

(b) Local Operating Unit Length of Service

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

(c) Seniority Unit Length of Service

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

12.5 Causes for Loss of Continuous Service for Seniority Purposes

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

(a) **He** quits.

(b) He is discharged for just cause, provided that his service will be restored if he is rehired within six months.

(c) He is absent for three (3) consecutive working days without notifying the Local Management, unless he produces a good and sufficient cause for not notifying the Local Management.

(d) He fails to return to work from layoff within three (3) working days from date of recall, unless he produces a good and sufficient cause for not reporting.

(e) He fails to return to work at the end of an approved leave of absence unless he produces good and sufficient cause for not returning to work at the expiration of the leave.

(f) There shall be no break in continuous service for seniority purposes for absences due to layoff, physical disability or permanent shutdown unless such absence continues for a period equal to the employee's prior continuous service for seniority purposes, but not less than two (2) or more than five (5) years.

Any accumulation in excess of two (2) years during such absence shall be counted, however, only for purposes of job security and promotional opportunity under this Article 12, including local agreements thereunder, and shall not be counted for any other purposes (such as, but not limited to, Vacation Benefits, Insurance Benefits, and Pension Benefits) under this Agreement or any other agreement between the Company and the International Union.

(g) Employee accepts Severance Allowance under Article 26.

12.6 Accrual of Length of Continuous Service During Leave of Absence

(a) Leave for Personal Reasons [Section 15.1]

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

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

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

(c) Leave for Union Business (Section 15.3)

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

12.7 Accrual of Length of Continuous Service During Illness

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

12.8 Accrual of Length of Continuous Service During Layoff

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

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

12.9 Aged and Partially Incapacitated Employees

Aged or partially incapacitated employees who have given long and faithful service in the employ of the Company will be given preference for such light work as they are able to perform. Such employees will be paid the established rate for the job which they perform. If the assignment for such employees to lighter work will adversely affect the seniority status of any other employee in the seniority unit to which they are assigned, the assignment shall only be made after approval of the Local Union Committee.

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

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

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

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

12.11 Transfers Outside of Local Operating Unit

If an employee is transferred to a job outside of the local operating unit and within one hundred fifty (150)calendar days from the date of such transfer loses such job for any reason other than one specified in Section 12.5, Local Management shall reassign him to his last job or an equivalent one in line with his seniority rights. If such employee remains on the job outside of the local operating unit for more than a total one hundred fifty (150)calendar days within any calendar year or for one hundred and fifty (150) consecutive calendar days, he will lose all length of continuous service in his prior local operating unit. **An** employee accepting a supervisory position shall relinquish his right to return to the bargaining unit in the event he is transferred under this section more than once within any calendar year.

The provisions of this Section shall be consistent with the provisions of Interplant Job Opportunities, Article 28.

12.12 Seniority Lists

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

12.13 Effect of Seniority Changes

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

12.14 Notification of Layoff

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

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 Purpose

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

13.2 Definition

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

13.3 Grievance Committee

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

agreement. The purpose of the Committee is to settle with the Local Management any grievance appealed to Step 2.

13.4 Department Stewards

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

13.5 Time Off for Grievance Work

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

13.6 Procedure

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

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

13.7 Steps in Grievance Procedure

Step 1

(a) Within thirty (30) calendar days after wrong complained of was supposed to have happened or started to exist (but if the employee did not find out about the wrong immediately, he will be allowed thirty (30) calendar days after he reasonably

should have found out about it to file the grievance) the employee, with a Grievance Committeeman or Steward, or if he so desires, alone, talks over the grievance with his Supervisor in a sincere effort to settle the problem. This does not preclude the handling of group grievances. The Supervisor must then give his oral answer to the grievance before the end of the second work day after the discussion.

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

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

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

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

Step 2

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

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

Step 3

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

Step 4

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

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

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

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

13.8 Observance of Time Limits

By mutual agreement and for good cause, reasonable extensions of time will be given either party in writing at any step in the Grievance Procedure. Any grievance that is not appealed to the next step within the specified time limits or extension of time limits will be considered settled on the basis of the last decision given. Any grievance that is not answered by the Company within the time limits as specified in Step 1, will be considered as having automatically moved to Step 2 of the Grievance Procedure.

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

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

13.9 Minutes and Grievance Record

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

Minutes shall conform to the following outline:

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

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

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

13.10 Regular Arbitration

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

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

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

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

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

13.11 Expedited Arbitration

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

1. Panels of arbitrators shall be designated for each agreed to area by the headquarters representatives of the parties. When such representatives agree that the panel for any area is ready to function, the local parties and appropriate Step 3 Union and Company representatives will be informed so that the procedure may be utilized. A number of arbitrators sufficient to insure the successful operation of this procedure shall be selected. Their expenses and fees shall be borne equally by the Company and the Local Union.
2. This procedure shall be as follows:
 - a. Within ten (10) days after receipt of the Step 2 answer the Staff Representative shall determine which grievances shall be referred back to the Step 2 representatives for final disposition.

Prior to advising the Local Union Grievance Committee of his/her determination of grievances remanded to Step 2 for disposition, the Staff Representative will so notify the Company's Step 3 Representative in writing. Should the Step 3 Representative of the Company deem that the issue should not be referred to Expedited Arbitration because it does not meet the criteria of Paragraph 5b, he may request a review of the issue by the Union's Arbitration Department and the Human Resources Department of the Company's Head Office. If the parties are unable to agree upon the disposition of the grievance, the Union shall have the option of processing the grievance to expedited arbitration. However, the Company may contest the suitability of the case for expedited arbitration solely on the basis that the grievance does not meet the criteria of paragraph 5(b) of this section. If the Expedited Arbitrator rules that the case is not appropriate for Expedited Arbitration it shall be considered in the next third step meeting of the parties. If the Expedited Arbitrator rules that the grievance is a proper case for Expedited Arbitration that case shall be heard by another Expedited Arbitrator. If the Staff Representative does not send a grievance back to Step 2, that grievance shall proceed to Step 3 as provided in Section 13.7. Any referral of grievances back to Step 2 by the Staff Representative shall be confirmed in writing to the Company's Step 3 Representative with copies to the Local Union and the local plant management. The Step 3 Representatives may mutually agree to refer back any grievance discussed in a Step 3 grievance meeting.
 - b. As to any grievance referred back to the Step 2 representatives by the Staff Representative, the chairman of the local union grievance committee or his designated representative may appeal it to the

Expedited Arbitration Procedure by notifying the Plant Manager or his designated representative within ten (10) days of receipt of the referral from the Staff Representative. The local plant representatives shall then arrange for handling in Expedited Arbitration as follows:

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

3. Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated representative of the Local Union and a designated representative of local plant management. Attendance of other persons at the arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.
4. The hearings shall be conducted in accordance with the following:
 - a. The hearing shall be informal.
 - b. No briefs shall be filed or transcripts made.
 - c. There shall be no formal evidence rules.
 - d. Arbitration Awards cited by either party will be limited to decisions of the Permanent Arbitrator between the Company and the Union.
 - e. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.
 - f. If the arbitrator concludes at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the parties, the case shall be referred back to Step 3 of the grievance procedure and it shall be processed as though appealed on such date. The arbitrator shall render his written decision within two (2) workdays following the date of the hearing. His decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for his conclusion. These awards will not be cited as a precedent in any discussion of any other grievances at any step of the grievance procedure or in subsequent arbitration. The authority of the arbitrator shall be the same as that provided for in Article 13.10 of the Plant 245 Agreement.

5. a. Time limits referred to in this Article exclude Saturdays, Sundays and holidays and may be extended by mutual agreement of the parties involved in each particular phase of the procedure.
- b. Grievances subject to this Expedited Arbitration procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
- c. Decisions in Expedited Arbitration shall be consistent with the decisions of the Permanent Arbitrator in cases relating to the Company and the Union.
- d. Duplicate originals of each decision shall be furnished by the arbitrator to the respective representatives presenting the grievance **with** copies to:
 - (1) Local Union Representative
 - (2) Union Staff Representative
 - (3) Union's International Office (Arbitration Department)
 - (4) Plant Manager
 - (5) Company's Manager of Employee Relations
 - (6) CROWN Metal Packaging Canada LP (Department of Human Resources)

13.12 Retroactivity of Awards and Settlements

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

13.13 Right to Process Grievance for Legal Heirs

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

13.14 Pending Grievances

Any grievance which was presented in writing prior to the date of this Agreement and is in process of adjustment under the terms of the Plant 245 Agreement previously in effect, will continue to be processed under the terms of the prior Plant 245 Agreement and settled in accordance with it for the period prior to the date of this Agreement, and for any subsequent period in accordance with the applicable provisions of this Agreement. Any grievance which is presented in writing on or after the date of this Agreement which is based on the occurrence or

nonoccurrence of an event prior to the date of this Agreement shall be processed in accordance with the grievance procedures of this Article 13.

Such grievance shall be settled in accordance with the applicable provisions of the prior Canadian Master Agreement for the period prior to the date of this Agreement, and for any period thereafter in accordance with the applicable provisions of this Agreement.

13.15 Prior Proposals

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

ARTICLE 14 DISCHARGE AND DISCIPLINARY PROCEDURE

14.1 Procedure

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

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

(c) Prior to deciding on the discharge of an employee, Local Management shall first suspend the employee for a period not to exceed five workdays. Within that period and before Local Management makes its decision, a hearing shall be held at which time the Local Union may present any facts or other information which it wishes Local Management to consider.

Attendance at such hearing **will** be limited to the employee, two grievance representatives, two representatives of Local Management, and, by agreement, such witnesses who may have personal knowledge of the case.

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

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

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

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

14.2 Justice and Dignity

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

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

Grievance involving employees who are retained at work under this provision will be handled in the Expedited Arbitration Procedure unless the Union Staff Representative and the Manager of Employee Relations mutually agree otherwise. If the arbitrator upholds the suspension or discharge or break in service under Article

XII, Section 12.5 of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

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

14.3 Reinstatement and Back Pay

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

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

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

ARTICLE 15 LEAVE OF ABSENCE WITHOUT PAY

15.1 Leave for Personal Reasons

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

1. He requests it from the Local Management in writing, and
2. The Local Management believes the leave is for a good reason and does not interfere with local operations, except in emergency situations when leave will be granted regardless. If, however, the employee takes a job elsewhere during his leave of absence without joint approval of the Local Management and Local Union, he will be considered as having quit.

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

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

15.2 Leave to Attend Union Conventions

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

15.3 Leave for Union Business

Local Management will grant an employee a leave of absence of not more than four (4) years to work in an official capacity for the Local Union, the International Union, or a federated union body, or to work for a civic agency as a representative of labour. The provisions of Article 12.6(c) of the Plant 245 Agreement shall apply to a leave of absence in excess of two (2) years. The employee must request the leave in writing and the Union must approve it. This leave will not be extended beyond the four (4) year period mentioned above, nor will a new leave for Union business be granted to the employee if he returns to work for the Company.

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

15.4 Leave for Union Activities

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

15.5 Failure to Return from Leave

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

**ARTICLE 16 SAFETY, HEALTH
AND ENVIRONMENT**

16.1 Objective and Obligation of the Parties

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

16.2 Safety, Health and Environment Committee

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

The Committee shall include representation from the salaried bargaining unit, where applicable.

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

1. Select two of its members (one from the Local Union and one from Local Management) to make an immediate investigation and report on serious accidents or disabling injuries in the plant.
2. Select two members (one from Local Union and one from Local Management) to make a monthly plant inspection. They will file a written report on findings.
3. Hold meetings as required but not less than once per month to review the results of the plant inspections, the reports on serious accidents or disabling injuries and review the effectiveness of the Safety, Health and Environment Program. Committee members only shall attend meetings unless otherwise agreed upon by the Committee. The Company shall provide the Union Committee with minutes, including target dates set for completion of recommendations, of the monthly meeting within one week.
4. At the third monthly meeting in each calendar quarter the Committee shall make a review and evaluation of the preceding quarter's activities. The staff representative servicing the Local Union may attend and participate in this meeting.
5. Employees and Committee members are requested to promptly report hazards, unsafe conditions, or unsafe practices rather than wait for the monthly meeting. Action taken on reported hazards should be reviewed during the meeting.
6. It is agreed that the Union's Committee act hereunder exclusively in an advisory capacity and that the International Union, Local Unions, Union Safety, Health and Environment Committees and its officers, employees and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

7. The Company recognizes the desirability of discussing significant intended changed circumstances and safety improvements with the Committee and affected employees in advance of their implementation.
8. During an inspection made by a Ministry of Labour official, the representative authorized by the employees shall not suffer loss of pay for time spent on the inspection
9. Where lost time is authorized regarding Safety, Health and Environment matters at the plant there shall be no loss of pay.

16.3 First Aid and Medical Examination

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

A current list of qualified first aid attendant(s) will be posted in the first aid room or other designated location and such list will be provided to the Union.

The Company will also provide emergency transportation on the day of injury to and from the emergency medical treatment centre for injured employees.

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

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

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

- a) expediency in receiving test results.
 - b) consistency in monitoring through uniform testing and assessment.
 - c) practical scheduling of such tests in a cost-effective manner.
- The test costs shall be paid by the Company. Employees shall suffer no loss of pay while absent for testing.

16.4 Pay on Day of Injury

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

16.5 Working Alone

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

16.6 Safety and Accident Reports

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

16.7 Protective Devices and Equipment

Local Management will furnish such protective devices, safety apparel and equipment necessary to protect employees from industrial injury and industrial health hazards. Initial and replacement issuances will be made at no cost to the employee, when such replacements are necessary because of wear. Personal wearing apparel will not be paid for by the Company. A safety shoe allowance of up to \$110.00 will be provided to an employee who purchases safety footwear on a one-time basis per year. Reasonable provisions will be made by the Company for the cleaning and maintenance of such protective devices and safety apparel and equipment.

16.8 Complaints and/or Disputes

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

- (1) File a grievance in the first step of the grievance procedure for preferred handling in such procedure and Arbitration: or:
- (2) Notify his supervisor of such condition, which the supervisor shall investigate immediately. If the existence of such unsafe or unhealthy condition is disputed by the supervisor, the Chairman of the Safety, Health and Environment Committee or his designee the Plant Manager or his designee and the appropriate Union Safety representative shall be notified immediately and they shall investigate the condition and determine whether or not it is unsafe or unhealthy.

If the issue is not resolved, the employee shall have the right to present a grievance in the second step of the grievance procedure. Safety and Health grievances shall be handled as expeditiously as possible.

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

16.9 Safety Education and Training

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

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

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

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

16.10 Alcoholism and Drug Addiction

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

16.11 Employee Assistance Program

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

16.12 Worker Safety, Health and Environment Representative

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

<u>Bargaining Unit</u> <u>Population</u>	<u>Hours per week</u>
Less than 20	2
21 to 50	3
51 to 100	6
101 to 200	10
201 to 300	15
301 to 400	18
401 to 500	21
501 to 600	25
601 to 700	29

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

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

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

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

**ARTICLE 17 APPRENTICESHIP
AND TRAINING**

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

ARTICLE 18 BULLETIN BOARDS

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

ARTICLE 19 COPIES OF AGREEMENT

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

ARTICLE 20 NON-EMPLOYEE UNION REPRESENTATIVE

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

ARTICLE 21 MILITARY SERVICE

21.1 Legal Obligations

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

21.2 Military Service Benefits

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

1. The Local Management must receive proof, on the Company form provided, of the employee's entrance into a branch of the Armed Forces of Canada.
2. The employee must be on active duty when the form is filed and when payment of bonuses is made.
3. Bonuses will not be paid to members of organized reserve components when on annual active duty.
4. Military service bonuses will be paid eligible employees on the following basis.

Amount of Bonus

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

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

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

1. The Company will pay for each day so spent the difference between his straight time pay for the hours he would have worked and his military pay per day (including longevity pay and special increments such as flight pay, but excluding such allowances as rent, subsistence, uniform and travel). This will not apply to any day on which the employee would not have otherwise worked.
2. Payment **will** be made when the employee returns to work upon presentation of satisfactory proof of the amount of military pay received. A written statement on the Company form provided signed by the Finance or Disbursing Officer of the field to which the employee was sent is acceptable as proof. This statement should specify separately the amount of base pay the employee received and the amounts of various allowances, if any.

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

The Local Management will determine whether compensation should be paid for all hours lost or whether it should be limited to part of the day. This depends on the hours an employee must report to the draft board, the time required at the board and the distance the employee must travel. The Local Management should require adequate proof that an employee who requests time to report to his local draft board is actually required to so report during working hours. The employee's notice from the draft board will be adequate proof.

21.3 Disabled Employees

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

21.4 Programs of Training

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

ARTICLE 22 INSURANCE

The Company agrees to modify the Group Insurance Plan in accordance with the revised Plan dated February 18, 2005.

ARTICLE 23 PENSIONS

The Company agrees to modify the Pension Plan in accordance with the revised Pension Agreement dated February 18, 2005.

**ARTICLE 24 SUPPLEMENTAL
UNEMPLOYMENT BENEFITS PLAN**

The Company agrees to modify the Supplemental Unemployment Benefits Plan Agreement in accordance with the revised Plan dated February 18, 2005.

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

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

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

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

ARTICLE 26 SEVERANCE ALLOWANCE

26.1 Eligibility

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

26.1 (a) The Company shall give a minimum of sixteen (16) weeks notice or pay in lieu of notice of a permanent plant closure. This sixteen (16) week notice shall be inclusive of any notice or termination payment required under the Ontario Employment Standards Act.

26.2 Amounts

If an employee affected by a plant closing does not transfer to another plant under Article 28, and does not have his continuous service broken prior to the date

of closing, he may elect a Severance Allowance in accordance with the following provisions:

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

Schedule of Severance Allowance

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

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

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

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

(d) **An** employee who could qualify for a deferred benefit under the Pension Agreement, but not earlier than the end of the 120-day period provided under subparagraph (b) above, shall not be eligible to receive a Severance Allowance.

Should such an employee die prior to commencement of deferred benefits, an amount equivalent to the Severance Allowance to which he would otherwise have been entitled as of the date of plant closing, or his last day worked, if later (without interest from the date of entitlement), shall be paid in a lump sum to the beneficiary or other payee for the employee's group life insurance under the Group Insurance Agreement.

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

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

(g) Any Severance Allowance shall be paid in a single sum to the employee at the time of his termination but not earlier than the date of closing or the employee's last scheduled shift.

26.3 Termination of Benefit Continuance

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

26.4 Acceptance of Severance Pay

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

ARTICLE 27 BEREAVEMENT LEAVE

27.1 The purpose of this Bereavement Leave is to reimburse active employees for wage loss in the event of death in the immediate family. An employee will be

reimbursed (subject to Section 27.2) For a period of up to three (3) successive days (one (1) day for spouse's brother and sister and spouse of employee's brother and sister) on which he would have otherwise worked. Bereavement Leave must be taken within seven days of the death, funeral or service.

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

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

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

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

ARTICLE 28 INTERPLANT JOB OPPORTUNITIES

Benefits Of The Program

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

Section 1 -- Job Opportunities Within A Region

28.110 An employee of a P&M unit under this Agreement on layoff from a plant at which the Company has announced a permanent plant closing or an employee expected to be continuously on layoff for 30 days or more and who had 2 or more years of seniority on the date of layoff and who is not eligible for an immediate pension and benefits under the Old Age Security Act, the Canada/Quebec Pension Plan (or other Provincial Plan, if any) shall be given priority over other applicants (new hires, including probationary employees) for job vacancies (other than temporary vacancies during June, July and August not exceeding 90 days) at other plants of the Company located within a limited agreed upon geographical region (hereinafter referred to as "region"), where P&M unit is represented by the United Steelworkers of America, all in accordance with the following:

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

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

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

(d) Employees who thus apply must thereafter be given priority in the filling of job vacancies (other than temporary vacancies of less than 90 days duration during June, July, August) over new hires and probationary employees and shall be given such priority in the order of their continuous service (regardless of the time at which they make application), in each case provided such employees have the

necessary qualifications (ability and physical fitness) required to perform the available job with the degree of proficiency required of other employees at such plant.

For the purposes of this Article 28 a job vacancy shall include any job which is filled by a probationary employee. In the event it is determined that an employee is unable to perform the job to which the employee is initially assigned, the employee shall be reassigned in line with the employee's seniority, ability and physical fitness.

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

(f) If an employee rejects a job offered to him under these provisions, or if he does not respond within 5 days to such offer directed to his last place of residence as shown on the written request referred to in (c) above, his name shall be removed from those eligible for priority hereunder, and he may thereafter apply, pursuant to (c) above for reinstatement; provided, however, that he shall be entitled to only one such reinstatement during the period of 90 days after such unaccepted offer unless he is recalled to active employment and again laid off during the 90-day period after such unaccepted offer.

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

- (1) He shall have an option to stay or return unless management directs him to return, in which event his seniority will continue to accrue at the other plant until the expiration of one of the following applicable periods if he has not returned to employment at the other plant by that time. The periods are as follows:
 - if recalled to a job class 9 or below job at his home plant, 6 months;
 - if recalled to a job class 10 or above job at this home plant, 1 year;
 - if promoted to a higher job classification after his recall to his home plant, any longer period of seniority accrual at the other plant as determined by one of the periods above shall apply as of the date of his initial recall to his home plant: at the expiration of which period it will be canceled if he has not returned to employment at the other plant. At any time within the period specified above, management at the home plant may give the employee the option of returning to the other plant. If the

employee elects to return to the other plant, his seniority at his home plant shall be canceled.

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

Section 2 -- Job Opportunities Outside of Region

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

- (a)
 - (1) Who have 10 or more years of seniority or continuous service at the time of layoff from a plant at which the Company has announced a permanent plant closing, or
 - (2) Who are laid off due to permanent plant closing and who have 2 but less than 10 years of continuous service at the time of layoff, provided the plant at which the vacancy exists is within 100 miles of the plant being closed (or a longer distance if agreeable to the parties), or
 - (3) Who have 10 or more years of seniority or continuous service at the time of layoff from their plant and (i) in the opinion of the management are not likely to be returned to active employment in their plant or in a plant in the region within 2 years from the date of layoff, or have been on continuous layoff for one year and make application at their home plant, and (ii) within 30 days after being advised by the management of such option apply for employment hereunder.
- (b) The plants within each such agreed upon region are set forth in Appendix A to this Agreement.
- (c) The job vacancies which employees shall be eligible under this Section 2 shall be only those that are not filled from the particular plant or from the particular

region with employees with 10 or more years of service in accordance with Section 1.

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

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

Section 3 -- Non-Preferential Interplant Transfers

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

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

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

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

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

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

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

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

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

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

Section 4 -- General Provisions

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

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

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

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

- (1) Movement of normal household goods, arranged for by the Company.
- (2) Reimbursement for the reasonable one-way transportation costs for the employee and his dependents to the new residence.
- (3) Reimbursement for reasonable legal fees and other fees and closing costs of a new home up to maximum of \$500.
- (4) A transfer bonus equal to \$75 per year of continuous service up to 10 years plus \$100 per year of continuous service for the next additional 10 years, plus \$125 per year of service in excess of 20 years. Such payment will be made after the employee has been employed at the new plant for 30 days. If the employee subsequently exercises his plant closing retirement rights as provided in Section 4, paragraph 28.417 of this Article the Company shall deduct such transfer bonus from the employee's special retirement payment.

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

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

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

28.411 An employee with 10 years or more of continuous service who obtains a job under any of the provisions of this Article 28 shall be entitled to receive the same Income Differential Allowance guarantee he was receiving prior to layoff for a

period of one year from date of transfer. Following the first year, the employee shall be subject to the rate retention practices in effect at his new plant.

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

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

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

28.413 An employee rejected by the Company or not called for a job under the provisions of Sections 1 and 2 of this Article 28 shall have the right to process a grievance against such action at the Third Step of the grievance procedure through his home plant staff representative provided any back pay shall be restricted to the period beginning with the week following the initiation of such grievance. Any other grievances will be processed pursuant to Article 13 of the Plant 245 Agreement.

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

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

28.416 If a laid off employee eligible for preferential employment under this Article 28 makes a reasonable request for information on job opportunities, expected hiring dates, and pre-employment hiring requirements at other plants covered by Appendix A, the plant **will** promptly notify the plants about which the

employee has inquired and upon receipt of a reply provide this information to the employee and the Local Union. This service will not create a guarantee of employment or an obligation on the part of either plant.

28.417 An employee who has been laid off as a result of a permanent plant closing and who is eligible to retire on a "70/75" pension in accordance with the provisions of paragraph 3.2, Section 3 of the Pension Agreement but who requests employment under this Article 28 will be eligible for preferential employment, provided such employee has the necessary qualifications (ability and physical fitness) required of any other applicant for employment at the plant which offers the job.

If the offer is accepted, the employee will retain plant closing retirement rights for one year or up to a two-year "creep" if needed to qualify for a "70/75" pension: that is, the employee can quit the new plant within this period and retire on a "70/75" pension if then eligible, or if "creep" beyond one year is required for eligibility, retire on a "70/75" pension when and if eligible prior to end of two-year period from original plant layoff date. In either case pension benefits will be determined as though the layoff had continued at the home plant and there had been no intervening period of employment.

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

- (1) Be immediately insured under the current active Insurance Plan if such coverage has not otherwise been retained.
- (2) Be entitled to receive the same Income Differential Allowance guarantee he was entitled to prior to his layoff for a period of one year from the date of transfer,
- (3) Be credited with the number of unused S.U.B. credit units he was entitled to at his old location.

28.419 The operation of this Article 28 will be subject to periodic review by a representative or representatives appointed by the Company and the Union respectively, who shall meet periodically to review the operation of this Article 28. The Company shall supply to these representatives pertinent information relating to the operation of this Article 28. The function of these representatives is to review any problems that arise as a result of the administration of this Article and to make recommendations to the parties for the solution of such problems. This review shall also include problems that may arise concerning seniority and the transfer of employees.

Notwithstanding the references in the Article 28 to P&M units, the provisions of this Article shall apply to employees within the bargaining units represented by the United Steelworkers of America, except as modified in paragraph 28.110(h). The filling of job vacancies under this Article 28 shall be between those bargaining units represented by the United Steelworkers of America and covered by this Agreement.

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

ARTICLE 29 - TECHNOLOGICAL CHANGE

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

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

29.2 Technological change means the introduction of:

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

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

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

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

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

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

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

ARTICLE 30 TERM OF THIS AGREEMENT

30.1 Duration of Agreement

This Plant 245 Agreement will become effective as of June 28, 2005 and will remain in effect through June 27, 2008 except as may be specifically otherwise provided herein and will be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests a change in the Plant 245 Agreement by giving written notice to the other party not less than sixty (60) calendar days before June 27, 2008 or June 27 of any year thereafter.

Notwithstanding any other provision of this Agreement, the Group Insurance Agreement shall remain in effect until and including October 31, 2008.

30.2 Notification

Any notice to be given under this Agreement will be given by registered mail: and if by the Company, be addressed to the United Steelworkers of America, 234 Eglinton Avenue East, 7th Floor, Toronto, Ontario, M4P 1K7 and if by the Union, to the Vice President Human Resources, CROWN Metal Packaging Canada LP, 7900 Keele Street, Concord, Ontario, L4K 2A3.

Either party may, by like written notice, change the address to which registered mail notices to it shall be given.

30.3 The agreement between the Union and its Local Union 9176 and the Company covering employees at Plant 245 expires June 27, 2008. Notwithstanding the June 27, 2008 expiry date, Local Union 9176 may be represented and participate in the renewal negotiations of the Canadian Master Agreement which expires February 13, 2008 provided:

1. The Union notifies the Company no later than **sixty** (60) days prior to January 29, 2008 to confirm participation by Local Union 9176.
2. Such participation is agreed to by the other local unions who are signatories to the Canadian Master Agreement.
3. It **is** agreed that such participation does not change the **expiry** date (June 27, 2008) of the plant 245 agreement.

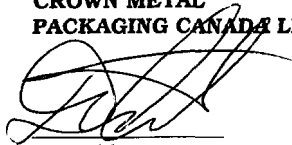
Detailed Definition of Bargaining Unit

The Company and the Union agree on the following description of the Bargaining Unit at 21 Fenmar Drive, North York: "The Bargaining Unit includes all employees located at 21 Fenmar Drive, North York, but excludes office employees, janitors, guards, salesmen, nurses, professional employees, all supervising employees and all employees automatically excluded by the Labour Code".

SIGNATURES

This Agreement signed and dated this 7th day of December 2004 shall become effective June 27, 2005 except as may be specifically otherwise provided in this Agreement and the Appendices hereto.

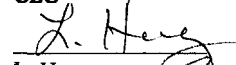

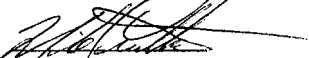
**CROWN METAL
PACKAGING CANADA LP**



D. Ladd


J. Moraes

**UNITED STEEL-
WORKERS OF
AMERICA AFL-CIO-
CLC**


L. Hay
M. Danbrook
M. Cruttenden

APPENDIX A

Production and Maintenance Bargaining Units Region for Preferential Employment

<i>Region/Plant</i>	<i>Location</i>
Eastern	
246 St. Laurent 258 Dorval	Ville St. Laurent, P.Q. Domal, P.Q.
Ontario	
244 Concord 245 Weston	Concord, Ontario Weston, Ontario
Western	
250 Winnipeg	Winnipeg, Manitoba

APPENDIX B

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

Standard Hourly Wage Rates

Job Class	Current Rate	Effective 14-Feb-2005	Effective 26-Jun-2006	Effective 25-Jun-2007
1 - 2	19.840	20.160	20.160	20.160
3	20.066	20.386	20.396	20.406
4	20.292	20.612	20.632	20.652
5	20.518	20.838	20.868	20.898
6	20.744	21.064	21.104	21.144
7	20.970	21.290	21.340	21.390
8	21.196	21.516	21.576	21.636
9	21.422	21.742	21.812	21.882
10	21.648	21.968	22.048	22.128
11	21.874	22.194	22.284	22.374
12	22.100	22.420	22.520	22.620
13	22.326	22.646	22.756	22.866
14	22.552	22.872	22.992	23.112
15	22.778	23.098	23.228	23.358
16	23.004	23.324	23.464	23.604
17	23.341	23.661	23.811	23.961
18	23.678	23.998	24.158	24.318
19	24.015	24.335	24.505	24.675
20	24.352	24.672	24.852	25.032
21	24.689	25.009	25.199	25.389
22	25.026	25.346	25.546	25.746
23	25.363	25.683	25.893	26.103
24	25.700	26.020	26.240	26.460
25	26.037	26.357	26.587	26.817

Job class rates for 2006 and 2007 to be increased to reflect COLA fold-ins.

Cola Roll-in of \$0.32/hour effective February 14, 2005 reflected above.

APPENDIX C

TRAINING PROGRAMS

C1.1 Purpose

A. The purpose of this Appendix to the Plant 245 Agreement between the CROWN Metal Packaging Canada LP and the United Steelworkers of America (AFL-CIO-CLC) is to establish for each recognized trade, craft, or skilled occupation as defined in the CCIA Manual the standards and other related matters which are intended and designed to meet the following objectives:

- (1) To provide the Company with an adequate number of fully qualified trade, craft or skilled employees for present and future needs, who through an organized and properly supervised program of training, related studies and practical experience develop a thorough knowledge of the proper methods and practices necessary to maintain a high level of workmanship, and
- (2) To provide promotional opportunities to achieve fully qualified trade, craft or skilled status to **all** interested and qualified employees whenever it is practical to do so and the need exists for such training and to have uniformity in training programs for trade, craft or skilled jobs applicable to all local bargaining units covered by the Plant 245 Agreement. However, it is recognized that local training requirements, conditions and facilities may vary from one location to another and there may be certain prior written or oral training agreements or practices which the Local Management and/or the Local Union may wish to retain. To the extent they provide benefits in excess of this Agreement they will be retained.

C1.2 Number, Selection and Qualifications of Apprentices and Skilled Trainees

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

B. Posting and Filling of Training Program Vacancies

- (1) Local Management **will** announce openings for apprentices or skilled trainees at least two weeks prior to the final selection of the apprentices or skilled trainees by placing a notice of such openings on the plant bulletin boards and/or advising the Local Union Committee of such openings, together **with** the qualifications required of such apprentices or trainees.

Where no such posting procedures exist appropriate methods of advertising such vacancies to all interested and qualified employees shall be established. Such vacancies shall be filled on the same basis as other permanent vacancies and subject *to* the applicable seniority provisions.

- (2) The basic purpose of training programs is to provide an opportunity for interested and qualified employees to be trained for higher rated jobs. Employees who are in a training program will be permitted to apply for another program only when such a move would result in a promotion.
- (3) It is recognized that there may be exceptional cases wherein a fully qualified skilled employee may request an opportunity to be trained for a job which has the same rate or in rare instances a lower rate. Such cases **will** be investigated by the Joint Plant Training Committee and transfers allowed only by mutual agreement of the Committee.
- (4) In filling apprenticeship and skilled training program vacancies in accordance with the entrance requirements as set forth in Paragraphs E and F of this Section, Management shall be limited to use of such examinations and evaluating procedures as are related to the physical and training program involved. Use by Management of such job related examinations and evaluating procedures as an aid in determining ability and physical fitness does not relieve the Company of its contractual obligation to promote the senior interested employee who has the ability and physical fitness.
- (5) The Joint Plant Training Committee will meet to review all applicants for the apprentice or skilled training programs as provided for in this Appendix. They **will** make every effort to mutually agree upon the applicant who is best qualified to fill the opening based upon the requirements of the job and the various other qualifications to be considered.

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

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

D. The Plant Manager is responsible for the final selection of all trainees. In making his selection he will take into consideration the recommendations and/or any disagreements of the Joint Plant Training Committee. Any disagreement between the Plant Manager and the Union as to the qualifications as outlined in this Article C1 of an applicant selected, as compared to the qualifications of other qualified applicants being considered, will be subject to the Grievance Procedure. Any such grievance will commence in Step 3.

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

- (1) **Not** less than eighteen nor more than 45 years of age. Full credit towards extending the age qualification shall be given for all time spent in active military service and past practical shop experience in an accredited technical or vocational school.
- (2) An applicant who has not successfully completed a minimum of eight years of elementary education or equivalent must demonstrate to the Joint Plant Training Committee that he has the potential to learn the particular apprenticeship job for which he has bid.
- (3) Applicants shall be physically able to perform the work of the occupation and training program involved. In the determination of ability and physical fitness, the Company shall use such examinations and evaluation procedures as are related to the physical and training requirements of the particular occupation involved.

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

- (1) **An** applicant who has not successfully completed a minimum of eight years of elementary education or equivalent must demonstrate to the Joint Plant Training Committee that he has the potential to learn the particular skilled job for which he has bid.
- (2) Applicant shall be physically able to perform the work of the occupation and training program involved. In the determination of ability and physical fitness, the Company shall use such examinations and evaluation procedures as are related to the physical and training requirements of the particular occupation involved.

C1.3 Responsibility

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

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

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

C1.4 Local Seniority Practice

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

C1.5 Terms of Training Programs

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

B. Recognizing the need for flexibility in administering the continuous training programs, it may be necessary due to a reduction of the work force to remove the trainee from his program. When this occurs the trainee may request a fully qualified skilled employee to accept the assignment that the trainee's seniority entitles him to. The fully qualified skilled employee, if he agrees, will be paid his normal rate for all hours worked on the new assignment.

C. In cases of apprentices, notice of cancellation of the program will be given to the Federal, Provincial or Local Apprenticeship Council. The seniority status of any apprentice or skilled trainee who has his program canceled will be subject to the provisions of the Local Seniority Agreement and Plant 245 Agreement.

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

C1.6 Union-Management Training Committee

A. Union-Management Training Committee consisting of not to exceed three members to be appointed by the International Officers of the Union and three members to be approved by the Director of Labour Relations for the Company will be established. This Committee will be responsible for administering the provisions of this Appendix in keeping with the Plant 245 Agreement.

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

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

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

E. One of the primary functions of the Union-Management Training Committee is to insure a reasonably uniform application of the provisions of this Training Agreement. To assist in accomplishing this purpose each plant will provide this Committee with a copy of all training programs and/or agreements or amendments to such programs and agreements which are or may in the future be put into effect.

C1.7 Joint Plant Training Committee

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

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

- (1) Select apprentice and skilled trainees as outlined in this Agreement.
- (2) Review and approve apprenticeship agreements in accordance with this program.
- (3) Review and make recommendations to Local Management for adjusting complaints from trainees regarding their training programs.
- (4) The Joint Plant Training Committee will meet monthly, unless otherwise mutually agreed, to review the progress of all apprenticeship and skilled trainees to recommend changes in training schedules, schooling and other training activities.

- (5) Generally be of assistance to all parties concerned as requested to insure successful operation of the training programs.
- (6) Minutes of each meeting will be prepared and distributed to each member of the Committee by Local Management.

C1.8 Credit for Related Experience

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

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

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

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

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

F. Credited hours shall not be used to reduce the probationary period required in Section C1.5 D.

**ARTICLE C2 -- APPRENTICESHIP
TRAINING FOR TRADES OR CRAFTS**

C2.1 General

The provisions of this Article C2 cover the general provisions for apprenticeship training in the following trades or crafts:

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

C2.2 Apprenticeship Agreement

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

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

C. A recommended form of apprenticeship agreement is shown under Section C2. 14. Where a Provincial or Federal Apprenticeship Agreement form different from the attached is required by law, such forms will be used.

C2.3 Approval of Federal, Provincial or Local Apprenticeship Committee

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

C2.4 Related School Work

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

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

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

B. If the Company designates the related training outlined in this Section C2.4 to be received from schools which require the payment of tuition fees for such courses of study, the Company will refund to the employee the cost of such tuition fees upon satisfactory completion of the apprenticeship, provided the employee maintains satisfactory grades for the courses received. (Tuition fees, as referred to herein, will include such charges as registration fees and books, but will not include any other miscellaneous items not required as a part of the course.)

C2.5 Certificate of Completion, Bonus and Tools

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

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

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

C2.6 Credit for Previous Experience

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

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

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

**ARTICLE C2.7
TRADE AND CRAFT ALLOWANCE**

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

<u>Job Title</u>	<u>Journeyman</u>	<u>J.C.</u>	<u>TCA</u>
Electronic Technician	Electronic Technician	24	1.300
Electrician	Electrician	21	1.300
Tool and die Maker	Tool and die	21	1.300
Machinist/Maintainer	Machinist	20	1.040
Machinist	Machinist	19	.780
Electrician	Electrician	19	.780
Millwright	Millwright	19	.780
Millwright	Millwright	18	.520
Plumber	Plumber	18	.520
Millwright	Millwright	17	.260
Welder	Welder	17	.260
Towmotor Mechanic	Auto mechanic	17	.260
Carpenter	Carpenter	15	.260
Painter	Sign Painter	14	.260

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

C2.8 Apprentice Job Classes, Training Periods and Wage Progressions

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

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

Job Class 19	Electrician Machinist	4 year training program (8000 hrs.)
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Job Class 21

Tool and Die Maker (Machinists receiving the standard hourly rate of the job can qualify for Tool and Die Maker classification by taking one additional year of apprentice training (2000 hrs.) with the Job Class 20 rate applying). Job Class 21 Electronic Repairman (Electricians receiving the standard hourly rate of the job can qualify for Electrician - Electronic Repairman classification by taking one additional year of apprentice training (2000hrs.) with the Job Class 20 rate applying.)

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

Job Class 14	2 years (4,000 hours)
Job Classes 16 and 17	3 years (6,000 hours)
Job Class 18	3 1/2 years (7,000 hours)

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

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

C2.9 Apprentice Training Schedule -- Electrician Apprentices

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

C2.10 Apprentice Training Schedule -- Machinist Apprentices

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

C2.11 Apprentice Training Schedule -- Tool and Die Maker

A. Selection

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

B. Training Schedule

1. The training period for a Machinist to become a Tool and Die Maker shall be two thousand (2000) hours on recognized tool and die work under competent supervision.
2. The Machinist will be given credit towards completion of this program for all of the hours he has worked on tool and die work at the tool and die maker's rate during the one-year period immediately prior to the date he was assigned to this tool and die maker's training program.
3. The 2000 hour schedule of training will be established by the Joint Plant Training Committee in accordance with the guidelines in the Joint Plant Training Committee Manual.

C. Wage Rate Progression

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

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

D. Certificate

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

C2.12 Apprentice Training Schedule -- Electrician-Electronic Repairman

A. Selection

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

B. Training Schedule

1. The training period for an Electrician to become an Electrician-Electronic Repairman shall be two thousand (2000) hours on recognized electronic work under competent supervision.
2. The Supervisor of Plant Training with the assistance of the Joint Plant Training Committee **will** establish the training schedule and follow the progress of the training to insure continuity and successful completion. Not over one hundred forty-four (144) additional hours of related school work are to be taken during this training program.

Any such related school work will be paid for a straight time rates and will be in accordance with Section C2.4 of this Appendix.

3. The two thousand (2000) hour schedule of training for Electrician-Electronic Repairman should include training in the following:
 - (a) Electronic Panels, circuits and devices
 - (b) Trouble shooting
 - (c) Repair, Replacement and / or Adjustment

C. Wage Rate Progression

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

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

D. Certificate

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

C2.13 Apprentice Training Schedules -- Special Apprenticeships

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

B. The number of apprentices for these trades will be few and the training to be provided will vary according to local facilities. It, therefore, is not practical to attempt to establish specific apprenticeship schedules for these trades.

When the need arises for an apprenticeship in other trades, the Local Management and the Local Union, **with** the assistance of the Division Training Supervisor, will develop a tentative apprenticeship schedule for the apprentice and submit copies through regular channels to the Company's Industrial Relations Department and the International Headquarters of the Union for discussion and approval by the Joint Union-Management Committee.

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

C2.14 Recommended Form of Apprenticeship Agreement

**CROWN METAL PACKAGING CANADA LP
APPRENTICESHIP AGREEMENT**

This Agreement entered into this _____ day of _____, 20____, between the CROWN Metal Packaging Canada LP hereinafter referred to as the Employer and _____ born (date) hereinafter referred to as the Apprentice, **as** his parent or guardian if a minor. WITNESSETH that the Employer and the Apprentice (and his parent or guardian if a minor) are desirous of entering into an Agreement of Apprenticeship in the trade and do mutually agree as follows:

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

The parties to this agreement have read the apprenticeship plan for the trade at the Plant of the CROWN Metal Packaging Canada LP and have agreed to abide by its terms. The Employer after discussing the matter **with** the Joint Plant Training Committee reserves the right to suspend or terminate the Apprentice for non-conformity **with** the rules and regulations of this program and also whenever business conditions necessitate a suspension or termination of the program.

IN WITNESS WHEREOF the parties have set their hand and seals

Apprentice

Address

CROWN Metal Packaging Canada LP

Company Representative

Union Representative

The foregoing Apprenticeship Agreement, being in conformity with the rules and regulations of the is hereby approved this day of , 20

(Signature)

(Title)

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

**ARTICLE C3 -- INSPECTOR TRAINING
METAL DIVISION**

C3.1 General

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

C3.2 Number of Inspectors

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

C3.3 Related Training

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

C3.4 Training Periods and Wage Progression

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

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

C3.5 Training Program Schedules

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

ARTICLE C4 -- MAINTAINER TRAINING METAL DIVISION

C4.1 General

Due to the varying requirements and methods of operation in the Company's plants, as well as the different types of equipment in those plants, it is not considered practical to attempt to establish specific training programs for all the different classifications of maintainers.

Therefore, this Agreement will establish the programs for the principal types of maintainers used in the majority of the locations. The Local Management with the assistance of the Joint Plant Training Committee will develop maintainer programs to suit the individual plant conditions as the need arises. Such additional programs will be in keeping with the general provisions of this Appendix and will follow the general outline of this Article C4.

C4.2 Job Description -- Maintainers

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

C4.3 Other Maintainer Classifications

The primary functions of other Maintainer classifications are the same as those in Section C4.2 above, except for the equipment involved. Likewise, the duties will be similar to the above except for the equipment involved. The training programs developed by Local Management for such other Maintainer classifications, where needed, will take into consideration the primary functions, equipment and duties involved for such jobs. **Any** such other Maintainer programs will be approved by the Company's Human Resources Department and a copy submitted to the Joint Union-Management Committee for approval.

C4.4 Number of Maintainers and Selection

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

B. Maintainer trainees will be selected in accordance with Article C1 of this Agreement.

C4.5 Training Periods, Wage Progression and Rate Determination

Training periods, wage progression and rate determination will be in accordance with the CCIA. Local Management, after consulting with the Local Joint

Training Committee **will** determine the hours of training up to but not exceeding the maximum hours provided in the CCIA.

C4.6 Training Program Schedules

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

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

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

Accordingly, during the term of this Agreement, the National Office of the Union will develop **an** appropriate education program of not more than two hours duration designed for presentation by employees designated by the Union in facilities provided by the Company at its various locations. It is the intent that the Local Parties will coordinate the Union orientation sessions as to content and timing with the Company orientation program at each location. All materials, papers, texts, visual aids, and other educational or informational aids for the Union orientation program will be furnished by the Union at its expense. When the program is developed, it **will** be reviewed by a Joint Industry-Union Committee.

APPENDIX E
CONTINUOUS OPERATION SCHEDULE
 4 WORK ---3 OFF---3 WORK ---4 OFF

WEEKS	M	T	W	Th	F	Sa	Su
CREW "A"							W
	W	W	W	O	O	O	W
	W	W	O	O	O	O	W
	W	W	W	O	O	O	W
	W	W	O	O	O	O	
CREW "B"							O
	O	O	O	W	W	W	O
	O	O	W	W	W	W	O
	O	O	O	W	W	W	O
	O	O	W	W	W	W	

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

LETTERS OF UNDERSTANDING

The following letters covering the referenced subjects were renewed and continue in effect until the expiry of the agreement as a result of our 2005 negotiations and are written to the District Directors of the USWA - District 6, District 5 and District 3 from the Director Labour Relations:

Subjects:

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

Subject 1: Job Combinations - Pure Jobs

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

A. All trade, craft and skilled jobs shall be maintained as pure jobs without the inclusion of non-skilled functions. However, significant reduction of individual job requirements due to changes in business or equipment may create conditions which will not justify the pure classification. During such circumstances, non-skilled functions may be added to a trade, craft or skilled job but only on a regular basis and only so long as the conditions justifying such arrangements continue to exist. The parties do recognize that certain non-skilled functions are inherent parts of skilled jobs and the inclusion of these functions as part of a skilled job **will** not be a violation of this understanding. Example of this include:

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

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

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

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

Subject 2: CCIAM Job Incumbents

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

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

Subject 3: Combination of Production Maintainer and Operator Type Jobs

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

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

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

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

Subject 5: Leave & Absence -- Union Business

This is to record the understandings reached at the 1988 Negotiations with the Union regarding the calculation of benefits payable under the Pension Agreement, made effective February 20 1989, for employees who have been granted leave for Union business.

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

2. For purposes of determining an Employee's Job Class under Section 4.0 (c), or an employee's Maximum Benefit limitation under Section 4.7 of the said Pension Agreement, if an Employee shall be absent from work without pay on account of authorized time off on Union business or as a result of leave granted by the Company to permit him to serve on Union business, the Employee's Job Class and gross earnings shall be adjusted for the purpose of computing his pension or deferred benefit so that they will be fairly representative of such Job Class and gross earnings which would have been applicable to him if he had not been absent without pay on the basis of the labour grade in which he last worked prior to the commencement of his absence for Union business, and the "average straight time hourly rate" and "Cost of Living Adjustment" applicable to such labour grade.

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

Subject 6: National Review on Human Rights

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

Subject 7: Notification

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

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

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

Subject 8: Third Shift Scheduling

This is to record the understanding reached during 1977 Negotiations with the Union relative to beginning the work week with the third shift at those locations where such a schedule is mutually agreed to, in writing, between the Local Union and the Local Management.

Such agreements shall provide the following:

1. The third shift shall be considered as having been worked on the same calendar day as the first and second shifts which immediately follow,
2. Third shift start-up crews scheduled to report to work prior to the regular shift starting time (12:00 midnight) shall be considered to be on the same shift and day of work.
3. When followed by a regular first shift of production or preceded by a regular second shift, a short third shift of six and one-half (6 1/2) hours, excluding the meal period, will be scheduled. Employees scheduled to work such short third shift will receive eight (8) hours pay provided they have worked the shift as scheduled.
4. Other Provisions of Section 7.4 concerning night shift differentials, payment of the one and one-half (1 1/2) hours shift premium and night shift differentials, overtime, the definition of which jobs will be scheduled

for a normal eight (8)hour shift when the plant has no regular short third shift operating as well as the computation of holiday hours and pay and vacation hours and pay are unaffected by this Memorandum and will remain applicable.

5. For the purposes of applying Section 8.5 and other provisions of this Agreement including the Group Insurance, Pensions and Sub Agreements, employees who commence working late Sunday evening as a part of the Monday third shift shall be considered to have commenced work on Monday.
6. This Memorandum **will** remain in effect between the parties for the duration of this Agreement.

Subject 9: Job Combination Guarantee

This will confirm our understanding reached during negotiations regarding Job Combination Guarantee.

It was agreed that wherever the combination of (a) direct labour jobs with direct labour jobs, (b) direct labour jobs with indirect labour jobs, or (c) indirect labour jobs with indirect labour jobs occurs, the combination job will be factored in accord with the principles of the Manual. If the resulting factoring does not produce at least a one job class increase over the highest rated job in the combination, the combined job will nevertheless be granted a one job class additive over such highest rated **job** in the combination. This guaranteed additive shall remain in effect and will not be affected in the event of additional combinations. If the job or jobs responsible for producing the guaranteed additive are eliminated from the combination, the guaranteed additive is eliminated.

Excluded from consideration for the guaranteed additive shall be:

1. A job that is an inherent duty of another job in the combination.
2. All Job Class 1, 2, and 3 jobs which are included in combination with Job Class 5 or higher jobs.
3. Multi-Unit or Line assignments.
4. Traditional multi-purpose direct labour jobs such as Feed and Offbear Press, Slitter or Scroll Shear; Feed Double Seamer and Tend Tester; Feed and Tend Coater; Stacker Operator, Tend Waxer and Load Turner; Set **Up**, Seal and Offbear Cartons, etc.

5. Trade, Craft or Skilled jobs when combined with themselves or with tending or direct or indirect labour jobs.
6. Tending jobs when combined with tending or direct or indirect labour jobs.
7. Combination of job assignments occasioned by reduced operations, when the time of the occupants on the job would not be normally utilized unless the jobs were combined.

The above procedure will become effective on March 1, 1981.

Subject 10: Group Insurance Administration

This will confirm the understanding reached during 1986 Negotiations with respect to the administration of the Group Insurance Plan. If the Company determines the need to change the Insurance Carrier or establish a third party administrator for handling insurance claims during the term of the agreement, we will notify the Union of that need: and, discuss the appropriate action to implement the change.

Subject 11: Continuous Operations

This will confirm our understanding reached during our 1981 Negotiations concerning the new Continuous Operations agreement.

To the extent that the provisions relating to hours of work, overtime, shift differentials, Saturday and Sunday pay, holiday pay and other benefits and procedures are inconsistent with language in the Basic Agreement or Local Supplements, the provisions of the agreement on Continuous Operations shall be controlling.

The provisions dealing with Continuous Operations must be integrated with the other provisions of those agreements to effectuate the intent of the parties. Such changes will be made by mutual agreement of the parties and as made will become part of the agreements.

Subject 12: Local Supplements, Customs and Practices

This will confirm our mutual understanding reached in the 1986 Negotiations at Hollywood, Florida regarding Local Supplements, Customs and Practices. It was agreed by the parties that the provisions of Article 4 of this Agreement apply to local written mutual agreements on continuous operations.

Subject 13: *Renewal of Local Supplements*
(in effect since 1977)

The parties have endeavoured to reach agreement on local supplements at the respective locations. Where agreement has not been reached on date of signing this Agreement, the local parties will continue to negotiate and reach agreement as promptly as possible. If the parties fail to reach agreement within the 30-day period following date of signing of this Agreement, the present local supplements with those changes mutually agreed to shall remain in effect for the duration of the Agreement. Local supplements shall be reproduced in printed booklet form.

Subject 14: *Pure Trade, Craft and Skilled Job/Workload*
Dated April 16, 1981

This will confirm our understanding that the sentence "All jobs, at all presently existing plants, combined subsequent to March 1, 1971, which do not meet the requirements set forth in this Understanding will be adjusted to reflect these Standards," as shown in the 1974 and 1977 Letters on this subject, pertained to the period of March 1, 1971 to March 31, 1974; and the parties agree to honour the provision for any jobs which were combined during the stated period in the event such prohibited Combinations were overlooked and have not been properly corrected.

Subject 15: *Controverted Employees Worker's*
Compensation Claims

This is in accordance with the understanding we have reached on this subject.

Article 22 (The Group Insurance Plan) of the Canadian Master Agreement between CROWN Metal Packaging Canada LP ("Company"), and the United Steelworkers of America, AFL-CIO-CLC ("Union") provides for the payments of Weekly Disability Income Benefits for non-occupational disabilities, such Program shall pay any difference that may exist between such Weekly Benefits and the weekly benefits an employee received under Workers' Compensation or Occupational Disease laws.

The Group Insurance Agreement effective March 1, 1989 between the Company and the Union and the Employee Booklets referred to therein will further provide for the payment of personal Hospital-Surgical-Medical-Dental-Vision benefits for non-occupational illness or injury.

Pursuant to the request of the Union, the Company is agreeable to permit certain advance payments of the benefits provided under the Agreements to

employees covered by the aforesaid Agreements in cases where there are employee claims for Workers' Compensation which have been controverted.

The following represents our agreement concerning the handling of advances made and the matter of repayment of same:

1. Pending initial determination of Workers' Compensation, advances will be permitted as follows:

(a). Weekly Disability Income Benefits as set forth in the Group Insurance Agreement effective March 1, 1989 and the Employee Booklet, as though the disability were non-occupational; and

(b). Personal Hospital-Surgical-Medical-Dental-Vision benefits as set forth in the Group Insurance Agreement effective March 1, 1989 and the Employee Booklet as though the disability were non-occupational, but only to the extent such benefits are estimated to be payable if the Workers' Compensation claim is approved; and provided that such personal Hospital-Surgical-Medical-Dental-Vision benefits shall only be paid directly to the provider of such services pursuant to a written assignment by the employee; and provided further that no such benefits shall be paid directly to the employee.

2. No employee shall be eligible for advances described in Paragraph 1 and no such advances shall be payable unless and until the employee signs the agreement for repayment in full of weekly benefits which he has received under the Workers' Compensation award (including any retroactive payments of such weekly benefits) **up** to the scheduled amount under the Group Insurance Agreement, and of the excess, if any, of personal Hospital-Surgical-Medical-Dental-Vision benefits paid under the Group Insurance Agreement and the Employee Booklet over the Workers' Compensation settlement for such benefits, through any of the following arrangements:

(a). If permitted by applicable law, such payment shall be made by the Workers' Compensation carrier in a lump sum amount from any award payment made under the applicable Workers' Compensation law; or

(b). From the employee directly; or

(c). If no payment is made under the subparagraph A above and if the employee fails to make repayment under sub-paragraph B above, any subsequent Weekly Disability Income benefits payable under the Group

Policy shall be suspended until full repayment of Weekly Disability Income Benefit advances has been made.

(d). If the employee returns to work prior to complete repayment of both Weekly Disability Income benefit advances and Hospital/Surgical/Medical/ Dental/Vision benefits advances, deductions in an amount to be determined by the Company shall be made from his wages until such complete repayment is made, unless such deductions are prohibited by applicable law.

3. It is expressly understood and mutually agreed that no action taken by the Company or by Group Insurance Company pursuant to this Agreement shall be construed as an admission by the Company in any Workers' Compensation claim to the effect that the disability of any employee is either occupational or non-occupational, nor shall any such action be construed to prejudice the position of the Company in any manner whatsoever in the contest of any Workers' Compensation claim, nor shall such action constitute a precedent in the handling of such claims under any future agreement between the parties.

4. It is expressly understood and mutually agreed that no action taken by an employee pursuant to this Agreement, nor the receipt of any benefit hereunder, shall be construed as an admission by that employee in any Workers' Compensation claim to the effect that his disability is either occupational or non-occupational, nor shall any such action or receipt be construed to prejudice the position of the employee in any manner whatsoever with respect to any Workers' Compensation claim.

The above procedure will apply only to employee claims for Group Insurance benefits and will not apply to claims on behalf of dependents.

Subject 16:
AGREEMENT FOR REPAYMENT OF BENEFITS

(PLEASE READ CAREFULLY --- **THIS AGREEMENT CONTAINS
AN ASSIGNMENT OF FUTURE WAGES**)

Group Insurance Company
Group Policy

Name of Employee

CROWN Metal Packaging Canada LP
Employer

Certificate Number

In consideration of advances made to me on account of my Statement of Claim, dated _____, 20____, for Weekly Disability Income Benefits under the Group Policy, I hereby agree to repay to Group Insurance Company a sum equal to all weekly benefits I receive under Workers' Compensation (including any retroactive payments of such weekly benefits) for the same period covered by such weekly advances, up to the scheduled amount paid through the Group Insurance Agreement.

I expressly understand and agree that such weekly advances shall not exceed the scheduled amount under The Group Insurance Agreement between United Steelworkers of America and CROWN Metal Packaging Canada LP, and that the benefits payable to me are reduced by any Weekly Workers' Compensation benefits to which I may be found to be entitled.

In consideration of advances made on account of my Statement of Claim and Assignment(s) of Benefits contained therein, dated _____, 20____, for Hospital-Surgical-Medical-Dental-Vision expenses under the Group Policy, I hereby agree to repay to Group Insurance Company a sum equal to the amount of Hospital-Surgical-Medical-Dental-Vision expenses paid on my behalf, to the extent, if any, that such expenses paid exceed the amounts determined to be Workers' Compensation benefits.

If any such repayment of Weekly Disability Income Benefits and/or Hospital-Surgical-Medical-Dental-VisionBenefits advances as agreed to herein is not made after request is made for repayment thereof, I hereby authorize my employer to deduct such amounts as determined by the Company from my wages thereafter payable to me, or from any benefits thereafter payable to me under the Group Policy as permitted by applicable law.

I make this authorization in reliance upon the agreement between my employer and my Union that my signing of this Agreement, and my receipt of benefits pursuant hereto, shall not be construed as an admission by me in any Workers' Compensation claim to the effect that my disability is either occupational or non-occupational, nor construed to prejudice my position in any manner whatsoever **with** respect to any Workers' Compensation claim.

This authorization is in addition to and not **in** limitation **of** any other rights to recovery which my employer may have.

Witness my hand and seal this _____ day of 20_____.

THIS IS AN ASSIGNMENT OF WAGES

Employee

Witness

**Subject 17:
SUPPLEMENTAL MEMORANDUM OF
UNDERSTANDING**

The provisions of this Supplemental Memorandum of Understanding are intended to implement all provisions (including paragraph 3.4) of the February 14, 2005 Canadian Group Insurance Agreement (the "2005 Agreement").

1. The parties agree that, except as provided below, the revisions which became effective February 14, 2005 in the 2005 Agreement shall not apply to Canadian locations in cases where Provincial Medicare Benefits are provided to the extent such Benefits are provided, and/or where such revisions are not permitted by Canadian Federal and/or Provincial law to apply and that, to such extent, additional monies will be available.

2. The Company will pay all Provincial Medicare Premiums for all employees not yet retired and their covered dependents and retired employees and their covered dependents that would otherwise be payable by such persons for the duration of the Plant 245 Agreement which expires June 27, 2005, but not beyond

the date any such person ceases to be covered for Company provided health care benefits provided such persons are enrolled in the applicable Provincial Medicare Program through the Company.

Such payments shall be made with respect to retired employees and their covered dependents only to the extent that each such person is not, or would not upon timely application be, reimbursed for his Provincial Medicare Premiums by his current employer.

3. The Union further agrees with the Company that in the event that the Provincial Medicare Premiums in respect of any employee and/or retired employee and/or their covered dependents are reduced or eliminated, the Company will not have to make any payments to any employee or retired employee as a result of such premium reduction or elimination and further that any savings as a result of such premium reduction or elimination are used to meet the costs of benefits under the Group Insurance Agreement.

4. The current annual payment of \$235 to employees in Quebec and Manitoba shall be continued. Such payment not applicable to any new hires after March 23, 1986 or to any employees not currently eligible for such payment as of July 1, 1986.

Subject 18: Temporary Rate for New Hires

During the negotiations of the 1986 Canadian Master Agreement the parties agreed that all P&M employees hired at JC 17 or below will be paid at a rate twenty (20%) less than the applicable rate of the job being performed for the **first** year following the date of hire, ten (10%) less for the second year, and the full applicable rate thereafter.

The above provision to apply to all O&T new hires.

Subject 19: IPJO Transportation (Toronto Area Only)

This will confirm the understanding reached during 1986 negotiations of the Agreement with respect to transportation for IPJO employees in the Toronto Area. As agreed, the Company is prepared to assist in transportation arrangements for those IPJO employees who do not have reasonable access by private or public transportation to the new location.

Subject 20: Students

During the negotiations of the Canadian Master Agreement, the parties agreed to the following provisions concerning the employment of Students:

1)The Company acknowledges that in its hiring of students it will give preference to the sons and daughters of CROWN Metal Packaging Canada LP, employees who meet our student hiring requirements.

2) Students shall not have any seniority rights under the terms of the Collective Agreement. All students shall be subject to the normal dues deductions.

3) Students will be paid at the rate of 80% of the standard hourly wage rate of the job performed (including COLA, plus any applicable overtime or shift premium) for the duration of employment between March 15 to October 15 of any given year and hiring preference (as outlined in #1 above).

**Subject 21: Program on Plant Closings
(in effect since 1984)**

The parties recognize the far-reaching impact of permanent plant shutdowns and the need to cooperate in attempting to lessen this impact. Accordingly, in the event of a permanent plant shutdown, the Company and International Union representatives shall meet to determine whether appropriate federal, provincial, or local government funds are available to establish employee training, counseling, and placement assistance programs for that facility. If such funds are available, the Company and Union shall work jointly to secure such funds to establish a program to provide: alternative job training for affected employees for job opportunities; counseling for affected employees on available benefit programs and job opportunities, within the Company and the area; and job search counseling.

In implementing such a program, the company will cooperate with the involved local union and Canada Employment Centre, other appropriate employment agencies, and area employers in an effort to seek job opportunities for displaced employees. To further assist affected employees, both the Company and the union will designate specific representatives at the time of any such permanent plant closing to answer questions by employees pertaining to their rights under the Basic Labour Agreement and various benefits programs.

**Subject 22: Letter of Agreement on Conduct of Affairs
(in effect since 1984)**

During the course of negotiations, the parties discussed various items of mutual interest having to do with the relationship between CROWN Metal Packaging Canada LP and the United Steelworkers.

It is acknowledged that the Company shall refrain from illegally discouraging its employees who are not represented by a union from supporting a union or

authorizing it to be their collective bargaining representative. Should the Company communicate to such employees on the subject of representation by a union, it shall do so in a lawful manner.

It is acknowledged that the accomplishment of transactions between the Company and the Union is based on adherence to regulatory and contractual obligations and an understanding and cooperative relationship. Such relationship contemplates a continuation of frank contacts between the parties on items of mutual interest as they arise.

With the foregoing purpose, the Company will conduct itself in a manner which does not defame the Union as an organization or its representatives as individuals. The Company will not tolerate discrimination against the Union or its members. The Union likewise will not defame the Company as an organization or its representatives as individuals.

Subject 23: Back Pay Settlements
(in effect since 1984)

Amend the Basic Labor Agreement to provide that no deduction from back pay awards or settlements under grievance, suspension/discharge and arbitration provisions shall be made for governmental assistance (excluding unemployment compensation and any similar payments), welfare or private charity received by an affected employee.

Subject 24: Apprenticeship Programs

This will confirm an understanding reached between the parties during the 1988 negotiations with respect to 'Appendix C'.

Following mutual agreement of the local parties the Company will, through the Local Plant Joint Training Committee, implement an ongoing apprenticeship program, beneficial to both parties. The Company will also undertake to maintain an adequate number of fully qualified trade and craft employees.

The local parties, through the Plant Joint Training Committee will have jurisdiction to make the necessary modifications or amendments to the Plant 245 Agreement, in order to bring about the above mentioned apprenticeship program.

Subject 25: International Aid and Development

The Company agrees to deduct on a weekly basis the amount of not less than one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the

amount ~~so~~ deducted to the "**Humanity Fund**" and to forward such payment to United Steelworkers of America National Offices, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the "**Humanity Fund**" at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit **for** the week following the receipt by the Company and the Local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay.

Subject 26: Pensions and SUB

As agreed in the settlement of the Plant 245 Agreement, the provisions of the July 18, 1983 Memorandum of Agreement continue in effect, therefore:

- 1) Pensions - Effective February 17, 1992, 70/75 provisions replace 75/80 provisions. Rule of 65 does not apply.

- 2) SUB - **For** eligible employees, benefits equal to 70% of wages in effect.

- 3) Duration
 Company service
 prior to
 June 1, 1983 - 104 weeks maximum

 Company service
 after
 June 1, 1983 - 52 weeks maximum

Subject 27: Group Insurance Agreement

Notwithstanding the fact that the Collective Agreement does not expire until June 27, 2005, any changes made to the Master Group Insurance Agreement will be made to the Plant 245 Group Insurance Agreement effective on the same date as under the Master Group Insurance Agreement.

Subject 28: Pension Agreement

Notwithstanding the fact that the Collective Agreement does not expire until June 27, 2008, any changes made to the Basic Pension Amounts under the Master Pension Agreement will be made to the Basic Pension Amounts under the Plant 245 Agreement effective on the same date as under the Master Pension Agreement.

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**Local Supplement Agreement
Between
CROWN Metal Packaging Canada LP
Plant 245 Weston
&
United Steelworkers Of America
Local Union 9176**

The President (designated president) during his/her term of office will be assigned on steady days, Monday to Friday, unless otherwise mutually agreed to.

Stewards will remain on their respective shifts or crews as long as it is practical to do so

The President will be awarded sufficient time to conduct Union business, but will be awarded no less than 4 hours per day.

Management will provide an office, telephone and other basic clerical supplies for the Union's use.

Local Management will recognize a grievance committee chosen by the Union from among the employees, of not more than seven (7) members, one of whom shall be the president.

A quorum of five (5) Union executives will be required for a meeting with management.

The Union shall be advised in advance of the names of the employees to be laid off or recalled.

The Lab/Man Committee will endeavor to meet on a monthly basis to discuss matters of concern to the ongoing operations of the plant.

CLARIFICATION RE: " Designated President "

1. The term " Designated President " will apply to someone on the local Union Executive who in the president's absence shall perform the duties of the President.
2. For periods of one ~~week~~ or more (extended leaves, vacation) the Company will be informed in writing by the President, no later than one week in advance, who the designated president will be.

Safety, Health and Environmental

The Company will provide the necessary safety apparel as required by law, based on recommendations made by the Joint Health and Safety Committee. Work clothes will be provided and changes will be arranged according to job conditions.

Safety Shoes will be provided by the Company (one pair per person per calendar year to a maximum of \$110.00) from an acceptable supplier. Due to the working conditions, the following areas will have two pairs provided annually: Baler, Front End & C.P.M.

Vacation

Vacations are to be scheduled by January 15th, for the period of January 1st to June 30th, for the current year's entitlement. For the period of July 1st to December 31st, all vacations are to be scheduled by March 15th.

Entitlement for vacation is by Company seniority. Any vacation requests that are received after March 15th will be scheduled by the plant supervision and the employee, according to availability and the remaining openings and will be scheduled by Company seniority. **An** employee that turns in his/her vacation requests late will not be entitled to bump a junior person out of vacation if that junior person has scheduled their vacation within the time limits stated.

The Plant Supervision and Union representative will review all the vacation requests as soon as possible after January 15th and March 15th, respectively, and will list any employee that has not turned in a vacation request. The vacation schedule will be posted by January 31st and March 31st, respectively. All adjustments will be made final by February 15th and April 15th respectively.

Vacations will be scheduled throughout the year by the Company seniority of the employees. Every effort will be made by the plant supervision and the Union representative to ensure that as many employees as possible will be allowed to have vacation during the prime time period of the year.

Personal shift schedules will be made available to the employee by October for the subsequent vacation year.

Vacation Pay - See Attached (Letter of understanding for the term of this agreement).

Vacation replacements - All vacation replacement jobs will be posted for a period of no longer than one (1) year

Promotions and Job Postings

The Joint Training Committee prior to posting shall review all jobs that are to be posted and a list of applicants will be forwarded to the Union prior to notifying the successful applicants.

Promotions within the jobs in the bargaining unit shall be according to seniority and ability to do the job. In order that they may be able to apply for vacancies, present employees will be notified of the openings via postings on the company bulletin boards throughout the plant and shipping office. Employees who are absent due to vacation, illness, extended leave of absence or W.S.I.B. shall be notified in writing by the company of any job postings **during** their absence. A copy of the written notice shall be forwarded to the Local Union office.

All job postings shall be posted for two (2) full cycles.

It is agreed that permanent positions which are regularly scheduled on either a conventional day shift or a continuous day shift are to be considered "preferred" over the common continuous rotating days to nights. E.g. Stores/Receiving, Building Maintenance, Shipping
These positions are to be posted when vacancies occur.

On The Other Hand

The utilization of skills within a job title may require variations in the scheduling for a few of these people in order to support the ongoing production. Schedule preference, in this case, would be determined by seniority and ability to do the specific tasks required.

- (a) Where the job posted was a job class 12 or under, an employee will have two (2) cycles/weeks to decide if they wish to remain on the job selected or return to their previous position (former Job).
- (b) Where the job posted was a job class 13 and above, where there is no training program involved, an employee will have four (4) cycles/weeks to decide if they wish to remain on the job selected or return to their previous position (former Job).

RE: Temporary Position

The Union and the company agree that any job that is described as temporary will be of duration of no more than sixty (60) calendar days. The job can only be extended beyond the sixty (60) calendar day duration by mutual agreement between the Company and the local Union.

Seniority

- 1. Seniority shall be established on a plant wide basis after the probationary period.
- 2. Lay-off procedure - in all cases of lay-off, seniority shall govern subject to the ability of the employee to do the work.
This means: " Last in - First out ".
- 3. Recall after lay-off in all cases of recall, the seniority of the employee on layoff will govern the order of recall, subject to the ability of the employee to do the work.
- 4. Seniority preference - The following officers of the Union:
 - President (Plant Chairman)
 - Vice President
 - Recording Secretary
 - Financial Secretary
 - Grievance Committee
 - Treasurerbut during their term only, shall be considered as having leading seniority only as applied to lay-off, and after the company has been notified in writing of such officers.

RE: Skill Preference

The following is the understanding of the Company and the Union, that when determining the manning needs for the plant during a reduction, the Company will utilize the skill of any employee in the plant under the seniority preference clause to allow the most senior individual to be recalled into the general labourer pool.

Preferential Layoff

1. Any employee within a classification who desires to be laid off under the terms of this article must apply in writing to the Human Resources Department for such layoff prior to the date of layoff. The applicant must give copies of any such application to the Union office.
2. Any applicant for preferential layoff must be entitled to guaranteed S.U.B. as outlined in the S.U.B. Benefits Plan Agreement.
3. Any employee will be considered for preferential layoff only if the remaining employees at work have the necessary qualifications to immediately perform the available work with the degree of proficiency required of other employees at the plant. Such determination will be made at the sole discretion of the Company.
4. Any employee who has been laid off under the terms of this article must return to work when notified by the Company as set out in the 245 Collective Agreement.
5. Any employee who has been laid off under the terms of this article and who desires to return to work prior to being recalled must notify the Human Resources Department in writing two (2) cycles/weeks prior to the date he/she desires to return to work.

S.U.B. Payments

Any laid off employee who lives over 25km from Plant 245 Weston (One Way) will be eligible, upon written request, to receive their benefits by mail.

Any laid off employee shall be entitled to receive up to four (4) advance payments of S.U.B. benefits without proof of E.I. The employee must meet the following requirements:

- Applied for S.U.B in person.
- Served the One-week waiting period for S.U.B.
- Applied and received a statement for E.I. stating the amount of benefit he/she is entitled to.
- Signed an "Agreement for repayment" form to ensure any overpayment or payment made in error will be reimbursed to the Company.

Tools for the job

1. The training committee will develop a standard tool list. The Committee will regularly review the current needs for tools and equipment and will make an annual recommendation to the Operations Manager for appropriate upgrades or additions with explanation.
2. Each Maintainer trainee to be placed on a training program will be required to obtain for His/her own use the tools outlined by the training committee. Each Maintainer will be expected to have on hand the minimum tool kit, as described, at all times. The cost of the basic tool kit will be split 50/50 by the Company and the employee (approximate cost: \$400.00). The Trainee has the option of buying his own tools, receiving a set from the Company, or verifying that he already has the necessary tools with his Supervisor.

Should he/she choose to accept a set from the Company, the difference in cost would immediately be owing. The trainee may elect to pay on a weekly basis no less than \$10.00 a week until the balance is \$0.00.

3. In the event that the trainee does not stay on the program, the toolbox and tools (as per the basic tool list and any other tools purchased by the Company) must be returned to the Plant. At the time the original employee contribution will be refunded (minus any amount still owing to the company on the installment basis).
4. Upon the completion of 4000 hours on the job, the toolbox and tools become the property of the maintainer.

Tool Allowance

On January 15th of every year, or the closest pay period, the Company will pay each employee \$90.00 for the cost of tools purchased for the job. This cost is intended to defray the cost of items required in the performance of the employee's plant duties. Receipts must be provided to the Company so that the money paid does not become a taxable benefit.

Housekeeping

1. The union will be notified of the starting date of all new hires and summer students. This information will include the employees name, clock number, job classification and starting date.
2. In the event that an employee does not have sufficient earnings after statutory deductions in the first full week of any month, deductions will be made from the next pay.
3. Dues will be checked off (deducted) from vacation pay.

Based on discussions held on April 9, 1985, regarding grievance #1, future schedule changes will be handled as follows:

1. Employees are entitled to benefits of his/her personal schedule.
2. An employee will be unavailable for work on any upcoming work schedule until his/her present work schedule has been fulfilled. However, if required, it would be **on a** premium pay basis.

Students:

Rate of pay: It is agreed that students will receive 80% of job class six (6)

Statutory Holidays • It is agreed that students will only become eligible for statutory holidays after they have worked thirty (30) calendar days.

Local Supplement Agreement
Between
CROWN Metal Packaging Canada LP
Plant 245 Weston
&
United Steelworkers of America
Local Union 9176

Agreed to this 7th day of March 2005

For the Union

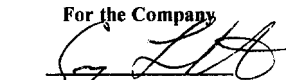


Mike Danbrook




Mike Cruttenden

For the Company



Gary Thornton



Judy Moraes

Memorandum of Understanding

Between

Crown cork & Seal

and

USWA Local 9176


RE: Vacation Pay calculation

Vacation pay calculations shall be made on the basis of the schedule that an employee is working at the time of his/her vacation

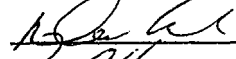

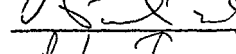

- **46** hours for Employee's on the continuous schedule
- The averaging technique outlined in article 11, section 11.2 of the **245** Agreement for Employee's on the conventional.

This letter to the local Supplement will be for the term of the existing **245** Agreement and must be renewed at the time of the negotiations for the renewal of the collective agreement.

For The Company



For The Union

Dated 12/10/99

