

AGREEMENT

Between

AMERICAN CAN CANADA INC.

and

UNITED STEELWORKERS
OF AMERICA
LOCAL 2821

December 1, 1985

to

November 30, 1988

TABLE OF CONTENTS

		Page
Article	1 - Purpose and Intent	2
"	2 - Responsibilities of the Parties	2
	3 - Bargaining Agency and Recognition	2
	4 - Management	4
	5 - Union Membership and Service Charge	4
	6 - Check - Off	5
	7 - Wage Schedule	5
	8 - Hours of Work and Overtime	7
	9 - Shift Premiums	10
	10 - Holidays	10
	11 - Vacation Plan	11
	12 - Seniority	14
	13 - Leave of Absence	16
	14 - Adjustment of Grievances	18
	15 - Suspensions and Discharges	27
	16 - Safety and Health	29
"	17 - Bulletin Boards	29
	18 - Effect of Legislation	29
"	19 - Training	29
"	20 - Group Insurance Plan	31
"	21 - Pension Plan	31
"	22 - Severance Payments	32
"	23 - Jury or Witness Service	33
	24 - Bereavement Leave	34
"	25 - General	35
	26 - Term of This Agreement	35
Schedule	"A" Continuous Operations "4-4" Shift Schedule	37

AGREEMENT

THIS AGREEMENT HAS BEEN MADE
AND ENTERED INTO BY AND BETWEEN

AMERICAN CAN CANADA INC.

hereinafter referred to as "the Company"

and

THE UNITED STEELWORKERS OF AMERICA
LOCAL 2821

hereinafter referred to as "the Union.."

This agreement covers those employees of the company as defined in
Article 3 of this agreement represented by the United Steelworkers
of America.

This agreement shall be dated and effective December 1, 1985.

ARTICLE 1 - PURPOSE AND INTENT

1.1 It is the intent and purpose 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.

1.2 Wherever the term "he" or "she" appears in this Agreement shall be interpreted as "employee".

ARTICLE 2 - RESPONSIBILITIES OF THE PARTIES

2.1 Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this agreement.

2.2 In addition to the responsibilities that may be provided elsewhere in this agreement, the following shall be observed:

There shall be no union activity on company time which will interfere with or impede production. There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

There shall be no lockouts by the company.

No Discrimination

2.3 There shall be no discrimination against any employee because of race, creed, color, sex, age, national origin, union membership or union activity.

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

ARTICLE 3 - BARGAINING AGENCY AND RECOGNITION

3.1 (a) The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the British Columbia Department of Labour, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

3.1 (b) DEFINITION OF EMPLOYEE

The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Company at and from the Company's present or relocated premises for which the Union is certified, except those employees excluded by the Labour Code of British Columbia.

3.2 Persons whose regular jobs are not in the bargaining unit will not work on any Job for which rates are established by this agreement, except for purposes of instruction, experimenting, management training (in which case such trainees shall not displace or replace any employee in any classification), or in emergencies when regular employees are not available.

Grievances arising over an alleged violation of this clause must be filed within five (5) days (excluding Saturdays, Sundays, and holidays) of the date on which the occurrence became known. Such grievances will be heard initially in the second stage of the Grievance Procedure. In the event work is performed in violation of this section by supervisory or management personnel or by persons whose regular jobs are not in the bargaining unit when directed by supervisory or management personnel to perform such work, the employee who would have performed the work shall receive a reasonable monetary penalty. In no event shall the penalty be less than four (4) hours' pay.

3.3 The Company will not contract out work which is normally performed by employees at the particular location when there is appropriate equipment, skills, necessary time and qualified employees to perform such work. Before the Company decides to contract out work not prohibited by the preceding sentence the Union President or his designee will be notified as soon in advance as is practicable as to the nature of the work and the reasons for contracting out such work. Local management 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 contracted out.

3.4 The Company, without limiting the company's rights under section 3.2, may assign "Skilled Can Makers" for the purpose of instruction as to the maintenance and improvement of production and quality. Such employee may as required, in connection therewith, perform work for which rates are established by the agreement; but he shall not thereby displace any employee in the bargaining unit nor because of his performance of work cause any reduction in the work time which would otherwise be available for employees.

ARTICLE 4 - MANAGEMENT

4.1 The management of its plants and the direction of the working force is vested exclusively in the company, and includes but is not limited to the right to hire; to promote and demote; to transfer; to discipline or discharge for proper cause and to relieve employees from duty because of lack of work or for other legitimate reasons.

The company, in exercising its rights, will observe the provisions of this agreement.

ARTICLE 5 - UNION MEMBERSHIP AND SERVICE CHARGES

5.1 The provisions of this article shall be effective with respect to the employees as defined in Article 3.

5.2 All employees covered by this agreement who are members of the union in good standing on the effective date of this agreement shall maintain their membership in good standing for the duration of this agreement. All employees who are not members of the union in good standing and all employees hired on or after the effective date of this agreement shall become members of the union on the effective date of this agreement or date of employment, whichever is the later, and, thereafter shall maintain union membership in good standing for the duration of this agreement. For the purpose of this agreement the term "good standing" is defined to refer only and to be limited to the payment of union membership dues and initiation fees. For the purpose of this section, 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.

5.3 in order to promote harmonious relations between the parties, the company shall give all new employees a copy of this agreement and shall make available to them application cards, furnished by the union, for membership in the union and for authorization of dues check-off. The company shall furnish the local union financial secretary each month with a list of all employees hired or recalled within the preceding 30 days.

5.4 Union members are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on employees' "T4" slips the total Union deductions for the previous taxation year.

ARTICLE 6 - CHECK-OFF

6.1 Upon receipt of voluntary authorization in writing by an employee covered by this agreement, the company will make deductions from the employee's wages for union initiation fees, monthly membership dues, and assessments. These deductions will be in amounts designated to the company in writing by the International Treasurer of the union in accordance with the constitution of the international union.

6.2 The authorization for the deductions made in accordance with the foregoing section 6.1 shall be in the form: provided by the union.

6.3 The company will deduct the foregoing authorized amounts on the first pay day in the month for the preceding month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due for either the preceding or current month will be deducted from the last pay payable.

6.4 The Union shall indemnify and save the company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon signed authorization cards furnished to the company by the union or for the purpose of complying with any of the provisions of this article and Article 5.

ARTICLE 7 - WAGE SCHEDULE

7.1 (a) The job classifications and rates of pay listed in the Wage Schedule is agreed upon by both parties and is a part of this collective agreement.

<u>Classifications</u>	<u>Dec. 1/85</u>	<u>Dec. 1/86</u>	<u>Dec. 1/87</u>
Tool & Die Maker/Machinist	\$16.47	\$16.97	\$17.47
Electronic Repairman/Electrician	16.47	16.97	17.47
Mechanic Operator	15.31	15.31	15.31
Industrial Truck Operator	13.91	13.91	13.91
General Labour	13.36	13.36	13.36

- (b) The rates set forth in the preceding Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- (c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention.
- (d) NEW OR CHANGED JOB CLASSIFICATION If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (e) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

7.2 For newly hired employees after December 1, 1985 the following hourly wage scales of rates for the respective job classifications and the effective dates, thereof will apply.

<u>Classifications</u>	<u>Dec. 1/85</u>	<u>Dec. 1/86</u>	<u>Dec. 1/87</u>
Tool & Die Maker/Machinist	\$16.47	\$16.97	\$17.47
Electronic Repairman/Electrician	16.47	16.97	17.47
Mechanic Operator	14.31	14.81	15.31
Industrial Truck Operator	12.91	13.41	13.91
General labour	12.33	12.83	13.36

Rate Retention - General Rule

7.3 The general rule governing administration of the wage structure established under this agreement is that a job rate has been negotiated for each job, and an employee will receive the negotiated rate for a particular job during the time he works on that job. When an employee is assigned to a different job carrying a different rate, his pay will change accordingly; so that at all times an employee's rate of pay is the rate negotiated for the job he is working on.
 Rate Retention - Balance of Shift

7.4 The rate retention rule in this section applies to all employees. It operates only during the shift in which a change in job assignment is made.

When an employee's job assignment is changed to a job carrying a higher rate than the work he has previously done that day, he get the higher rate as soon as he starts work on the higher paying job.

When an employee's job assignment is changed to a job carrying a lower rate than the work he has previously done that day (including multi-rated jobs), he will keep the higher rate of the previous assignment for the rest of that shift, including overtime; starting the next day he will be paid the rate of the job to which he is then assigned.

When an employee's job assignment is changed between shifts, there will be no retention of the rate paid for the Job assignment of the previous shift; In this case the employee will be paid the regular rate of the Job to which he is assigned at the start of the new shift.

Rate Retention - Mechanical Classifications

7.5 The rate retention rule in this section applies only to employees who are classified in one of the following mechanical classifications:

Tool & Die Maker
Electronic Repairman
Mechanic Operator

After an employee has been classified in one of the mechanical jobs listed above and when work in his classification is not available so that he is assigned by the company to a lower rate job, he will keep the rate of his mechanical classification provided he has worked at least 500 hours in that mechanical classification within the twelve months preceding the change in assignment. Thereafter, as long as he continues on the lower rate job, his work assignments will be reviewed four times a year (January 1, April 1, July 1, and October 1). When a quarterly review shows that the employee has worked at least 500 hours in his mechanical classification during the preceding twelve months, he will continue to keep the rate of his mechanical classification until the next review. However, if a quarterly review shows that the employee has not worked at least 500 hours in his mechanical classification in the preceding twelve months, he will then lose the rate of his previous mechanical classification and will thereafter receive the regular rate of the job he is currently assigned.

ARTICLE 8 - HOURS OF WORK & OVERTIME

8.1 The hours of work will be established on the basis of a continuous operation, that is, each work week consists of seven (7) working days and there will be two (2) shifts per day of twelve (12) hours each.

- (a) An employee will be scheduled to work either three (3) or four (4) consecutive shifts per calendar week and will then be entitled to four (4) or three (3) consecutive days off per calendar week as the case may be. Such scheduling shall be carried out over a period of eight (8) consecutive weeks, in the manner set out in Schedule "A".
- (b) When an employee is working on the continuous operating schedule, he shall receive compensation at one and one-half times the regular rate for all work performed in excess of eleven and one-half hours per day.
- (c) Any hours worked on an employee's scheduled day off shall be paid for at one and one-half times the regular rate of the employee.
- (d) Scheduled overtime on days off on continuous operation will be recorded by the company commencing January 1st each year, starting with the senior employee in each classification and following a rotation system thereafter for the purpose of equalization. However, this does not obligate the company to ensure all employees will work the same number of overtime hours. Employees who refuse or are unavailable to work scheduled overtime shall nonetheless have their overtime record charged with those hours they could have been scheduled.
- (e) Employees working within the job classification on the day prior to the scheduled overtime will select the number of shifts they wish to work by numerical preference, first choices are on the shift to which they are presently scheduled and following that, on any other open shift.
- (f) Casual overtime prior to or at the end of a shift will be assigned to those employees who are working on the specific job or equipment involved in the operation requiring overtime. The company will not be required to keep a record of this overtime.
- (g) Local Management will give consideration to any reasonable request of an employee to be excused from overtime work, but in any event will excuse an employee from overtime on occasions where 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.

- (h) No employee will be entitled to a second overtime choice before each employee working within the same job classification, who has indicated a desire to work, has had one choice.
- (i) No employees will be allowed to work back to back shifts, except in case of emergency.

(j) If the company has missed an overtime assignment, the affected employee will be offered make up overtime the next time he/she is on that job when overtime is required. In the event no make up overtime is available during the ensuing 12 month period, he/she will be paid accordingly.

(k) All overtime under continuous operations will be paid at time and one half.

(l) This shall not be considered as a guarantee of hours of work per day or per week.

8.2 Employees will be scheduled a one-half hour unpaid meal period within each twelve (12) hour shift. Unless business commitments require otherwise, this unpaid meal period will be taken at a time between the fifth and seventh hours of the shift.

8.3 Employees will be scheduled two (2) paid fifteen (15) minute relief period. one (1) in the first half and one in the second half of the employee's shift.

8.4 The Company and the Union may, as a further alternative, introduce other work schedules which are mutually negotiated between the parties.

8.5 (a) An employee who has already left the premises 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 a minimum of two (2) hours. He shall be required to remain at work for the two (2) hours.

(b) Hours worked on recall shall be considered as a separate shift for the purpose of determining the applicable shift premium. In identifying a recall shift for the purpose of payment of shift premium, all hours worked on the recall shift shall be considered the same shift as the standard plant shift coinciding with the majority of the recall hours. When an employee's recall hours are equally divided between two shifts, the higher shift premium shall apply.

8.6 An employee who reports for work at the time directed, unless notified to the contrary on the previous day or night, shall be paid, in the event no work is available, eleven and one-half hours report-in pay at his regular straight time hourly rate; or if regularly scheduled on some shorter shift, report-in pay at his regular straight time hourly rate for the hours for which he is scheduled; provided, however, that this shall not apply to employees absent on such previous day or night without giving notice to the personnel department, nor shall it apply in cases of shut-down necessitated by emergencies beyond the control of the company.

ARTICLE 9 SHIFT PREMIUMS

9.1 The first shift will be scheduled from 6:00 a.m. to 6:00 p.m. No shift premium will be payable for any hours worked on first shift.

9.2 The second shift will be scheduled from 6:00 p.m. to 6:00 a.m. A shift premium of 50 cents will be paid for all hours worked on second shift.

9.3 The Company will establish a rotating shift schedule.

9.4 Any change in the presently established starting time of all plant or department work schedules shall be discussed by local management and the local union as far in advance of such change as possible.

The foregoing does not apply to changes in individual crew, or line schedules. The union and the employees affected by such changes will be notified as far in advance as possible.

The company will not stagger shift starting times for the 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 company from staggering shift starting times whenever the physical nature of the productive or maintenance process requires work either before or after the regular shift starting time.

ARTICLE 10 - HOLIDAYS

10.1 The following holidays shall be recognized:

New Year's Day
Heritage Day
Good Friday
Empire Day
Dominion Day
August Civic Holiday
Labor Day
Thanksgiving Day
Remembrance Day
Day Before Christmas
Christmas Day
Boxing Day (Day after Christmas)

10.2 Employees who do not work on these holidays shall be paid a holiday allowance provided that they work both their full normal scheduled work day immediately preceding the holiday and their normal scheduled work day immediately following the holiday. Exceptions to the foregoing will be where the employee is absent for a period of seven (7) days or less with the permission of the Company, or is on lay-off or is absent due to illness or industrial injury on the day preceding or following the holiday.

In such case of lay-off or absence due to illness or industrial injury, the employee, provided he worked at least one day within the thirty calendar days preceding the holiday, shall be entitled to holiday allowance not to exceed two holidays in such thirty day period.

10.3 Holiday allowance shall be an equivalent of 11.5 hours at straight time based on the employee's current straight time rate.

10.4 Employees scheduled to work on any of the above named plant holidays, shall receive payment at one and one-half times their regular straight time hourly rate for the hours actually worked, in addition to receiving the total holiday allowance.

10.5 Where one of the above named plant holidays falls during an employee's approved vacation period, he shall be paid the holiday allowance in lieu of the holiday.

ARTICLE 11 - VACATION PLAN

Purpose

11.1 The purpose of this plan is to provide periods of rest and relaxation by the establishment of a system of vacations with pay for employees who are paid on an hourly rate basis.

Eligibility for Vacation

11.2 (a) An employee is eligible for vacation when he completes a total of twelve months of employment with the company and has worked a total of one thousand hours from the date of employment regardless of the plant or plants of the company in which service is accumulated. If an employee works less than one thousand hours during his first twelve months of employment, he shall not become eligible for vacation until he has worked a total of one thousand hours.

(b) Eligibility shall be cancelled only by quit or discharge. An employee who quits or is discharged shall lose vacation eligibility, and if re-employed, he shall start as a new employee and must re-establish vacation eligibility.

Amount of Vacation

11.3 An employee who has established vacation eligibility as provided in 11.2

- a) Shall be granted two (2) work cycles of vacation to be taken prior to December 31st of the year in which eligibility is first established. the amount of vacation pay shall be 4% of his first twelve (12) months earnings, or two (2) work cycles of vacation pay, whichever is the greater.

- b) Thereafter, during each Calendar year an **employee continues** in employment with the Company, he shall be granted vacation on the following basis:
- c) Until the employee **attains** five (5) years of service he shall be granted two (2) work cycles of vacation in each calendar year, the amount of vacation pay shall be 4% of his previous calendar year's earnings, or two (2) work cycles of vacation pay, whichever is the greater.
- d) After attaining five (5) years of service he shall be granted three (3) work cycles of vacation in each calendar year. The amount of vacation pay shall be 6% of his previous calendar year's earnings, or three (3) work cycles of vacation pay, whichever is the greater.
- e) After attaining thirteen (13) years of service he shall be granted four (4) work cycles of vacation in each calendar year. The amount of vacation pay shall be 8% of his previous calendar year's earnings, or four (4) work cycles of vacation pay, whichever is the greater.
- f) After attaining twenty-three (23) years of service he shall be granted five (5) work cycles of vacation in each calendar year. The amount of vacation pay shall be 10% of his previous calendar year's earnings, or five (5) cycles of vacation pay, whichever is the greater.
- g) After attaining twenty-seven (27) years of service he shall be granted six (6) work cycles of vacation in each calendar year. The amount of vacation pay shall be 12% of his previous calendar year's earnings or six (6) cycles of vacation pay, whichever is the greater.

Such vacations shall commence prior to December 31 of the year in which eligibility for vacation is established and thereafter during each calendar year the employee continues in the employ of the company and performs work for which he is compensated.

Scheduling Vacation

11.4 Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the company in order to insure the orderly operation of the plant. A vacation granted to an employee in any calendar year must commence in that year and shall not accumulate from one calendar year to another.

Once an employee's vacation has been scheduled by the company it shall not be postponed in the 30 day period immediately preceding the date the employee is scheduled to commence his vacation, except for emergency conditions clearly beyond the control of local management, such as fire, flood, storm, utility failure or labor dispute. Notwithstanding the above, an employee's vacation can be postponed at any time by mutual agreement.

Vacation Shut-Down

The Company reserves the right to shut-down a part or all of an operation, for a part or all of a scheduled vacation, during the period of July 1st to August 31st. Should the Company exercise its right to shut-down during this period, no additional vacation will be granted during the period July 1st to August 31, unless Management determines that business conditions will allow limited flexibility. The date of the shut-down period will be announced by April 1st.

Allowance in Lieu of Vacation

11.5 If it becomes necessary because of critical production requirements or other emergency for the company to request an employee to forego a part or all of the vacation period for which he is eligible and if the employee consents, the employee shall be paid vacation allowance in lieu of time off.

Time of Vacation Pay

11.6 (a) Vacation pay shall be paid no later than the employee's last scheduled work day preceding the start of the employee's vacation.

(b) Any pay earned by an employee during the week immediately preceding his vacation period, and which becomes payable on the pay day within such vacation period, shall be paid to him on the first day he returns to work after his vacation, unless he chooses to call for it on pay day.

Vacation Allowance at Termination

11.7 (a) An employee who quits or is discharged before he has been granted a vacation as provided in section 11.3 shall be paid vacation allowance at the time of such quit or discharge, limited to the vacation for which he was eligible at that time and would have been granted during the current year had he continued to work for the company.

(b) An employee who is laid off prior to October 1 will at his/her option be granted vacation allowance at the time of layoff limited to the remaining vacation for which he/she is then eligible as provided in Section 11.3. Such employee who does not exercise this option and who remains on layoff after October 1 will be paid a vacation allowance. An employee who is laid off after October 1 will be paid vacation allowance at the time of layoff limited to the remaining vacation for which he/she is then eligible as provided in Section 11.3.

Lost Time

11.8 Hours worked for the purpose of computing average weekly number of vacation hours shall include all hours counted as hours worked under (Accredited Service) except as modified by Section 11.6.

Additional Payment

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

ARTICLE 12 - SENIORITY

12.1 The purpose of this Seniority Article is to provide the maximum job security and promotional opportunity for all bargaining unit employees, based on length of service, while giving full consideration to efficient plant operation. Seniority, as referred to in this Agreement, shall mean length of service in the employ of the Company not interrupted by any seniority break, and shall be on a plant-ande basis.

12.2 Each employee shall be a probationary employee, and shall not attain seniority status until he has been an employee of the Company for a minimum of fifty-six (56) days worked.

After attainment of seniority, the employee's seniority rating will be established from the date of employment, or, in the case of an employee re-employed following a break in seniority, from the date of re-employment.

12.3 Notwithstanding any other provision of this agreement, the employment of a probationary employee may be terminated at the sole discretion of management, and no arbitrator or arbitration board shall have jurisdiction to entertain any grievance filed as a result of such termination.

12.4 Seniority lists will be posted as soon as possible after the signing date of this Agreement, and every six (6) months thereafter, including such revisions as are necessary. A copy of the list will be posted in the plant, and a copy given to the Union. If an employee or the Union does not challenge his seniority standing if listed, within ten (10) days after the list is posted, then he shall be deemed to have proper seniority standing. If an employee is absent when the list is posted he shall have five (5) working days from the date of the return to work to challenge his seniority date.

12.5 Promotions and transfers shall be made on the basis of seniority, provided the senior employee has the ability and physical fitness to perform the required work. This shall also apply to the selection of employees who have successfully completed required Company prescribed tests, and wish to enter a Training Program, Promotional opportunities in the job classification, industrial truck operator, and above, will be posted.

12.6 Seniority, as herein defined, shall apply in the care of lay-off resulting from a reduction of the work force. Probationary employees shall be laid off first. If it is necessary to make an additional reduction in the work force, employees with the least Seniority shall be laid off, and senior employees retained, provided however, the senior employees retained have the necessary ability to perform the normal requirements of the job.

12.7 When work is not available for an employee classified on one of the mechanical Jobs as set forth in section 7.5 of this agreement, such employee may be transferred to the next highest rated job which he has previously performed, provided he has greater seniority than the incumbent. In the event such employee has not previously performed another job, he nevertheless may be placed on a job in line with his seniority,

12.8 When emergency conditions such as mechanical breakdowns arise which necessitate a temporary layoff, an employee may be laid off for the balance of his shift without regard to seniority.

12.9 Seniority shall apply in the care of re-call of employees after lay-off. Employees shall be recalled in the order of Plant Seniority, with the most senior employee being recalled first, and the least senior employee recalled last, in that order, provided, however, the senior employees recalled have the necessary ability to perform the normal requirements of the job.

12.10 It shall be considered a seniority break, and the employees seniority shall terminate, and the employee shall cease to be employed with the Company under any of the following circumstances:-

- a) he voluntarily quits his employment with the Company;
- b) he is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- c) he is on lay-off for more than twenty-four (24) months;
- d) he fails to report for work for three (3) consecutive working days without giving a reason satisfactory to the Company for not reporting;
- e) while on lay-off, and not employed elsewhere, he fails to report within three (3) days, or five (5) days if employed, following receipt of a registered letter or telegram sent to his last known address on the Company files, unless he gives a reason satisfactory to the Company for not reporting;
- f) he fails to report for work following an authorized leave of absence unless he obtains an extension of the leave of absence or is able to give a reason satisfactory to the Company;

- g) accept a gainful employment while on an authorized leave of absence, without first obtaining the consent of the Company in writing.

The Company, in applying this Section, will not act in an arbitrary or discriminatory manner.

12.11 It shall be the duty of each employee to notify the Company promptly of any change in address or telephone number. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

12.12 a) An employee who has attained seniority right under the provisions of this Article shall, in the event he is transferred to a salaried job, or to an hourly job at another of the Company's plants not covered by this Agreement, retain his seniority in the bargaining unit for a period of one year.

b) If, during the periods specified above or an agreed-upon extension, the employee is transferred back to a job in the bargaining unit, he shall receive seniority credit for all time spent on the job outside of the bargaining unit.

c) If an employee elects to return to the bargaining unit, he shall be responsible for payment of union dues for the period of time he was outside the bargaining unit.

12.13 Super-seniority, for the purpose of layoff and recall only, shall apply to a total of not more than ten Local Union Officers and Grievance Committeemen, provided there is work available which they can perform, and shall be limited to include the Local Union President, Vice President, Recording Secretary, Financial Secretary and Treasurer, Grievance Committee Chairman and other elected members of the Grievance Committee. Those employees to whom super-seniority will apply will be designated, in writing to the Company.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 The provisions of this article are for the purpose of maintaining uninterrupted seniority rating during authorized periods of leave of absence and for no other purpose.

13.2 When application is made for a temporary leave of absence and the request is for a justifiable reason, local management will grant such leave without pay for a period not exceeding 14 weeks.

13.3 Exceptions to the 14-week limitation provided in section 13.2 are as follows:

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- a) A pregnant employee will be granted a maternity leave when medical evidence dictates she is physically unable to perform the duties of her job. An employee who has been granted a maternity leave will return to work when medical evidence dictates she is physically able to perform the duties of her job.
- b) An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily quit unless local management and the grievance committee give permission based upon exceptional conditions related to the circumstances under which the leave was originally granted.
- c) An employee elected or appointed to a full-time union office shall be granted leave of absence for a term not to exceed 2 years. Not more than two employees from each plant may at any one time be on leave of absence granted under the provisions of this sub-section.
- d) Notwithstanding b. above, an employee elected to a full-time federal, county or municipal government office, or appointed to such an office, will, upon appropriate advance written application to the Company, be granted a leave of absence not to exceed six years or the term of that elected or appointed office, or the date on which the employee leaves that office, whichever occurs first. Only one such leave shall be granted unless otherwise agreed to by Local Management.
- e) If an employee is granted a leave of absence, the Company will not require that the employee utilize any remaining vacation for which he/she is eligible before the leave is granted.

13.4 Extensions of authorized leaves of absence as provided for in sections 13.2 and 13.3 will be granted as circumstances warrant by agreement between local management and the grievance committee.

13.5 Local management will confirm in writing all leaves of absence granted or denied for periods exceeding two weeks and will give copies to the local union.

13.6 If an employee fails to report for work within 5 working days following expiration of an authorized leave of absence and does not give a satisfactory explanation for not reporting, he shall be considered as having voluntarily quit.

ARTICLE 14 - ADJUSTMENT OF GRIEVANCES

14.1 A grievance is defined as a complaint which involves the interpretation of or compliance with the provisions of this agreement. Any dispute over whether a complaint is subject to these procedures shall be handled as a grievance in accordance with the procedures prescribed in this agreement.

Filing of Complaints

14.2 The purpose of this Article is to provide for the prompt adjustment of complaints by the immediate supervisor and the Employee. It is agreed that prior to the filing of a grievance, an employee shall first state his complaint to his immediate supervisor who will, as promptly as reasonably possible, but no later than twenty-four (24) hours after he hears the complaint, give the Employee an answer, together with the reasons for that answer. The Employee or the Supervisor may have the Steward present at this meeting. In the event there is more than one Employee involved in the same or identical complaint, the Union will designate one of the complaining Employees to attend the meeting. The Complaint must be filed within five (5) days of the incident which prompted it, or when reasonably should have become known to the Employee or Employees affected thereby.

Grievance Stages

14.3 The aggrieved Employee may review his complaint and the Supervisor's answer with his Steward. If it is determined that the complaint is a grievance, the Union shall, within five (5) days of the Supervisor's answer, reduce the grievance to writing on the grievance form provided, together with pertinent facts, and present it to the Department Supervisor with a copy to Employee Relations. The grievance will then be settled in the following manner:

First Stage: Between the Department Supervisor and/or immediate supervisor, the Employee and one Union representative. The First Stage meeting will be held within five (5) days after the date of the receipt of the written grievance, and will be answered on the grievance form by Management within two (2) days after the date of the meeting.

Second Stage: Between no more than (3) members of the Union Grievance Committee, and the Plant Manager, and two other management representatives. Any request for a Second Stage Meeting shall be made by the Union within thirty (30) days after the grievance has been answered in the First Stage. The Second Stage Meeting will be held within fifteen (15) days after receipt of the Union's request. Management will answer the grievance on the grievance form within three (3) days after the Meeting. Grievances which are not appealed to the Second Stage

within thirty (30) days of the First Stage answer will be considered settled on the basis of the answer given in the First Stage. Either party may have the right to call the grievant to give testimony at the meeting; however the grievant's attendance will be limited to the time necessary to give his or her testimony.

Third Stage: Any request for a Third Stage Meeting will be made by the Union's Staff Representative to the Director, Labour Relations at the Company's Herd Office. Within thirty (30) days after receipt of the Union's written request, a meeting will be held between the Staff Representative, the Director, Labour Relations or his designate, members of the Grievance Committee, and local Plant Representatives of the Company. The Company will provide the Union with a written answer within five (5) days after the meeting, and the reply will include a summary of the Company's position and the reasons therefore. Grievances not appealed to the Third Stage within thirty (30) days of the Second Stage Answer will be considered settled on the basis of the answer given in the Second Stage. Either party may have the right to call the grievant to give testimony at the meeting; however, the grievant's attendance will be limited to the time necessary to give his or her testimony.

If the Union decides to arbitrate, it will make its appeal in writing as promptly as possible, but in no case (other than discharge) will this appeal be made more than 60 days after receipt of the Company's third stage answer. Appeal of a discharge case shall be made within 30 days of receipt of the Company's Third Stage answer.

Should the Company fail to answer a grievance in writing within the time limits specified in the Second Stage and Third Stage, or an extension thereto, the grievance shall be considered settled in favor of the Union with an appropriate remedy, provided written notification is received by the Company at least three (3) working days prior to the Union's intent to invoke the time limit for such answer.

Arbitration

14.4 (a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

(b) Any matter referred to arbitration, as provided in 14.4 (a) hereof, shall be submitted to a single arbitrator selected from the following list:

1. Vince Ready
2. Dalton Larson
3. Don Munroe
4. Stephen Kellaheer

(c) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

(d) The arbitrators shall rotate on each subsequent arbitration but should any one be unable to act within thirty (30) calendar days, he shall be paired over to the next on the list.

(e) Subject to requesting permission from the Plant Manager in advance, the arbitrator shall have the right to enter any premises where work is being done or has been done by the employee or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article therein, and interview any person respecting any such thing or any of such differences provided that such visitation will not cause any inconvenience or disruption to the Company's operations.

(f) If, during the life of this Agreement, one of the arbitrators named in 14.4 (b) hereof withdraws from the list, the parties shall appoint a replacement by mutual agreement in writing.

(g) The Union and the Company shall each pay one-half of the remuneration and expenses of the Arbitrator.

(h) Notwithstanding any sanction attaching to any violation of the time limits for processing a grievance from step to step up to and including arbitration, the arbitrator shall have the right to set aside such sanctions and deal with any grievance on its merits, provided that the delay in time complained of by the protesting party is not unreasonable and provided further that such delay has not prejudiced the party making the protest.

(i) A claim by an employee that he has been unjustly discharged, suspended or laid-off may be settled by confirming the Company's decision in discharging, suspending or laying-off the employee, or by reinstating the employee with such compensation, either full or partial, as may be agreed upon by the conferring parties or determined by Arbitrator, as the case may be.

(j) It is hereby agreed by both parties that the Company shall not subpoena or call as a witness in any arbitration proceedings any employee from the bargaining unit, or use a signed affidavit or a deposition from a bargaining unit employee. It is also agreed that the Union shall not subpoena or call as a witness in such proceedings any supervisor of the Company, or use a signed affidavit or a deposition from a supervisor of the Company.

Expedited Arbitration

14.5 Notwithstanding any other provisions 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. A panel of arbitrators shall be designated 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 Third Stage 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. The 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 grievance, 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 5 (b), the Union shall have the option of processing the grievance directly to Expedited Arbitration. In this event, however, the issue to be decided shall be: does the grievance meet the criteria of paragraph 5 (b) of this Section? If the Expedited Arbitrator rules that the grievance is a proper case for Expedited Arbitration, the case shall then be heard by another Expedited Arbitrator. If it is concluded that the case is not appropriate for Expedited Arbitration, it shall proceed to the Third Step of the grievance procedure.

If the Staff Representative does not send a grievance back to Step 2, that grievance shall proceed to Step 3 as provided in Section 14.3. 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 Second Stage Representatives by the Staff Representative, the chairman of the Local Union Grievance Committee may appeal it to the Expedited Arbitration Procedure by notifying the Plant Manager within seven (7) 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 shall be maintained alphabetically to be used by fixed rotation. The next panel member shall be contacted and requested to serve on the case or cases designed for Expedited Arbitration at a time and place agreed upon by the Second Stage Representatives. The date of the hearing shall be within ten (10) days of the appeal unless an extension of time is mutually agreed upon by the Second Stage 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 or the parties conclude 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 the Third Stage 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. There awards will not be cited as a precedent at any discussion of any other grievances at any Stage at the grievance procedure or in subsequent arbitration. The authority of the arbitrator shall be the same as that provided for in Article I4 of the Basic 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) The arbitrator under this Expedited Arbitration procedure shall have the same powers as granted to the Arbitrator under Article 14.4 (i) of this Agreement.
- (d) Decisions in Expedited Arbitration shall be consistent with the decisions of the Permanent Arbitrator in cases relating to the Company and the Union.
- (e) 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 Director, Labor Relations

Extension of Time Limits

14.6 The time limits mentioned in Sections 14.2, 14.3 and 14.4 shall exclude Saturdays, Sundays and Holidays, and may be extended by mutual agreement.

Committeemen and Stewards

14.7 Grievance committeemen and shop stewards will be designated in writing by the local union to local management. There shall be not more than one grievance committeeman for each department, provided, however, that if the physical arrangement of the plant or the number of shifts in operation required additional grievance committeemen, the limitation of one grievance committeeman to a department shall not apply.

For the purpose of meeting with management representatives, the grievance committee will consist of not more than three committeemen, as designated by the union, including the local union president, if he is not a grievance committeeman. This committee of no more than three in number for the purpose of meeting with the company may be composed of any of the grievance committeemen designated by the union as identified in the paragraph above. The union may change the personnel of this committee. The grievant, witnesses and members of the grievance committee will not lose pay for time spent during regularly scheduled working hours attending scheduled meetings with management representatives.

Visita to Other Departments

14.8 When the legitimate business of a grievance committeeman or steward requires him to leave his job or department, he shall first receive permission from his supervisor or department supervisor, which permission shall not be unreasonably withheld. After receiving permission to visit another department he shall report to the supervisor whose department he wishes to visit.

Pending Grievances

14.9 Any grievance which has been presented in writing and is in the process of adjustment under the grievance procedure of the preceding labor agreement may be continued to be processed under the grievance and arbitration procedures of this agreement and settled in accordance with the applicable provisions of the preceding agreement for the effective period of the preceding agreement and for any period thereafter in accordance with the applicable provisions of this agreement.

Any grievance filed on or after the effective date of this agreement which is based on the occurrence or non-occurrence of an event which arose prior to the effective date of this agreement must be processed in accordance with the grievance and arbitration procedures of this agreement. Such grievance shall be settled in accordance with the applicable provisions of the preceding agreement for the period prior to the effective date of this agreement and for any period thereafter in accordance with the applicable provisions of this agreement.

General Provisions

14.10 The proposals made by each party with respect to changes in the labor 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 position or its intent or interpretation with regard to the meaning of any provisions of the labor agreement.

Death of Grievant

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

Payment of Settlement or Award

14.12 Any payment required under a final arbitration decision and/or award shall be made within 30 days of receipt of such award or, if the decision and/or award is appealed, receipt of the decision which finally adjudicates the award, whichever is later. Payments made beyond this period shall contain a 10% annual interest penalty provided the reason for the delay resulted from the failure on the part of the Company to make a reasonable effort to make the payment. Delays resulting from difficulty in identifying the employee(s) entitled to payment or the amount involved or related reasons shall excuse the Company from such penalty.

The Local Union will be given a copy of the payroll adjustment notice resulting from the settlement of a grievance or arbitration.

14.13 A grievance appealed to any Stage (excepting those appealed to the First Stage) of the procedure set forth herein shall not be further discussed or settled in any prior Stage except by mutual agreement of the designated representatives in the Stage to which such grievance has been appealed.

14.14 At all Steps in the grievance procedure the grievant and the Union Representatives 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.

There shall be no limitation on either party as to its right to present at the arbitration hearing additional facts, evidence or arguments in support of its position.

14.15 If Management fails to hold a meeting within the time limits prescribed in Articles 14.2, 14.3, and 14.4, the grievance may be appealed to the next stage of the procedure, except as modified in Section 14.3.

14.16 It is understood that the procedure outlined in Section 14.2 does not preclude the Supervisor and the Employee from discussing any matter.

14.17 Notwithstanding the procedure herein provided, any grievance may be submitted to arbitration at any time by agreement between the Union's Staff Representative and the Company's CHO Labour Relations Representative.

14.18 Grievances resolved in Section 14.2 shall be considered resolved without precedent and shall not be used in the discussion of other grievances or arbitration cases.

ARTICLE 15 - SUSPENSIONS AND DISCHARGES

Purpose

15.1 This article sets up special procedures for the prompt review and disposition of complaints involving the suspension or discharge of employees who have completed their probationary periods.

Initial Suspension

15.2 An employee shall not be discharged immediately. When the company concludes that an employee's conduct may justify discharge or suspension for more than five working days, he will be so notified and immediately suspended initially for a period of six working days pending determination by the company.

Hearing and Grievance Procedure

15.3 During the six-day initial suspension period the employee may request a hearing before the plant manager and/or his designated representative, which hearing shall be granted within the six-day suspension period. If he chooses, the employee may be accompanied by a union grievance committeeman. At the hearing the company will state the offense and the facts concerning the case.

Within one working day after the hearing or within one working day after the end of the initial six-day suspension period if the employee does not request a hearing, the company will state in writing to the employee and the union that the six-day suspension is affirmed, modified, extended, revoked, or converted into a discharge. If the employee wishes to appeal the company's decision, he may, within two working days after notice of the decision, file a grievance at the second stage of the grievance procedure; if no such grievance is filed within this two-day period, the company's decision will be final.

Suspension of 5 Days or Less

15.4 Suspension of five working days or less may be taken up as grievances provided such grievances are filed and presented at the second stage of the grievance procedure within five working days from the beginning of the suspension period.

Where grievances concerning written reprimands or suspensions of five days or less to be arbitrated, they shall be arbitrated in the Expedited Arbitration Procedure unless the appropriate representatives of the parties determine, as set forth in Section 14.5 of the Expedited Arbitration Procedure, that such grievance 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.

Justice and Dignity

15.5 An employee whom the Company suspends or discharges or whom it contends has lost his/her seniority under Sections 12.8, 13.3 (b), and 13.6 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.

Grievances 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 Labour Relations representative of the Company's Head Office mutually agree otherwise. If the arbitrator upholds the suspension or discharge or break in service under Sections 12.8, 13.3 (b), or 13.6 of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

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

Reinstatement

15.6 If a suspension or discharge should be revoked by the company or not sustained in arbitration proceedings, the company will reinstate the employee without loss of seniority or accredited service and he will be made whole, without any offset for outside earnings. A lesser settlement may be agreed to by the employee, grievance committee and local management.

Notification

15.7 In all cases of suspension, the company will notify the union immediately if possible, but in no case later than the next day.

Discipline Records

15.8 Copies of disciplinary write-ups will be promptly given to the employee involved in the action and the president of the local union.

All disciplinary write-ups, except those involving suspensions of six (6) days or more will be removed from the employee's personnel history folder after a period of one (1) year from the date of issuance of such discipline and thereafter shall not be relied upon for any purpose, by either party, excepting as may be necessary for processing and handling of complaints or charges filed outside of this agreement.

ARTICLE 16 - SAFETY AND HEALTH

Objective and Obligation of the Parties

16.1 It shall be the objective of the Safety and Health Program to eliminate accidents and health hazards. The Company shall provide a place of employment free of recognized physical and health hazards, and shall maintain good housekeeping practices and sanitary facilities at the plant.

ARTICLE 17 - BULLETIN BOARDS

17.1 The company shall provide and install for the union, bulletin boards in agreed upon places in the plant, for the purpose of posting union notices, copies of this agreement and official papers. All such matters must be posted only upon the authority of officially designated representatives of the union.

ARTICLE 18 - EFFECT OF LEGISLATION

18.1 Should federal or provincial laws compel the cancellation or modification of any provision of this agreement with respect to its application at any time during the term of this agreement, it is agreed that such provision shall thereupon be inoperative and the company and the union will, within ten days thereafter, meet for the purpose of negotiating changes made necessary by applicable federal or provincial laws.

18.2 Should any provision in this agreement require cancellation or modification as provided by the terms of section 18.1 of this article, it is understood that no other provision of this agreement shall be invalidated thereby.

ARTICLE 19 - TRAINING

19.1 The company and the Union recognize the need for the development and training of qualified employees to fulfill the company's production and maintenance needs required to maintain the efficiency of operations, quality, and service, in order to improve and maintain our competitive position in the container industry.

19.2 (a) Applicants for Mechanic Operator Training Programs will be selected on the basis of seniority, provided the senior employee has the requisite ability and physical fitness required in the job.

Each applicant must successfully pass a Company mechanical aptitude test in order to enter the 4,000 hour Training Program.

The following rules and administrative practices will apply:

<u>Training Period</u>	<u>Hourly Wage</u>
Start	\$14.31
After 1,000 hours	\$14.56
After 2,000 hours	\$14.81
After 3,000 hours	\$15.06
After 4,000 hours	\$15.31 (Job Rate)

19.2 (b) Trainees may not be advanced to the next training rate increment until they have successfully completed all of the prescribed training requirements and hours.

19.2 (c) Records will be maintained indicating the trainee's hours of work and progress.

19.3 Employees who enter the Training Program will be required to serve a probationary period of 1,000 hours. During this period, either the Company or the employee may cancel the employee's participation in the Training Program.

If an employee's participation in the Training Program is cancelled during the first 1,000 hours, the employee shall be reassigned to the job he/she held immediately preceding assignment to the Training Program, provided the employee has more seniority than the incumbent on such job.

After the first 1,000 hours, the Training Program for an employee may be cancelled for just cause, such as lack of interest on the part of the employee, inability to competently learn the trade or skill, etc. Any such cancellation after the first 1,000 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.

Joint Training Committee

19.4 A Joint Training Committee shall be established in each plant composed of not more than three representatives of Local Management and three members of the Local Union. Union members of the Committee shall be selected by the Local Union President. One or more of said members shall be from the trade, craft or skilled classifications in the plant with no more than one member from any one classification. Training activities are a joint Union-Company effort and, therefore, neither Grievance Committeemen nor Stewards shall serve on the Joint Training Committee in addition to their other responsibilities.

This Committee will act in an advisory capacity and will meet monthly to:

1. Review progress of trainees.
2. Review and make recommendations for adjusting complaints from trainees regarding their training programs.
3. Recommend changes in training schedules, related instruction and other training activities where necessary to meet the objectives of the Committee.
4. Generally be of assistance and recommend appropriate action to insure success of the training programs.
5. Review applicants for trainee jobs.

ARTICLE 20 - GROUP INSURANCE PLAN

20.1 The Company will continue to pay the entire cost of the Basic Group Insurance Plan as described in a separate booklet entitled "Group Insurance Plan."

The Company will continue to pay the entire cost of the Retired Group Insurance Plan as described in a separate booklet entitled "Group Insurance Plan."

The responsibility of the Company to provide benefits under this Agreement is limited to the benefits and provisions of the abovementioned plans.

ARTICLE 21 - PENSION PLAN

21.1 The company and the union have a non-contributory pension plan for the benefit of the employees covered by this agreement, the provisions of which are covered by a separate agreement between the parties entitled "Pension Plan", the provisions of which are in all respects controlling as to pension matters. The Pension Plan shall be effective concurrently with this agreement.

ARTICLE 22 - SEVERANCE PAYMENTS

22.1 If the Company shall decide to close completely and permanently the plant covered by this Agreement, an employee whose job is discontinued, and who does not elect to go on layoff status under Paragraph 22.2, or transfer to another plant of the Company, will, except as provided in Paragraph 22.4, receive a single severance payment determined as follows:

<u>Completed Years of Accredited Service as of Last Day Worked</u>	<u>Amount of Severance Payment</u>
2 or more but less than 15	\$55 (plus \$2 per Dependent up to 4 Dependents) multiplied by the employee's credit units on date of payment (Up to maximum of 26 credit units)
15	\$2,000
16	2,275
17	2,600
18	2,975
19	3,425
20 & over	\$ 200 per year of accredited service

For the purpose of computing the amount of a severance payment, "Dependent" means a spouse or child for whom an exemption or tax credit is allowed under the Federal income tax law. Satisfactory evidence of dependence must be furnished if requested by the Company. Notwithstanding the foregoing, an employee who had employee status prior to January 1, 1975, and who is eligible for a severance payment under this Paragraph 22.1, shall not receive a severance payment which is less than the severance payment that the employee would have received pursuant to the severance payment formula in effect on December 31, 1974.

This single severance payment will be payable to an eligible employee in a lump sum at the time of his termination in accordance with Paragraph 22.2. The making of this single severance payment due an employee under this paragraph shall terminate his status as an employee.

22.2 An employee who is eligible for severance pay because of the permanent closing of the plant may elect to accept severance pay or to be placed on or continue on layoff. An election to accept severance pay may be made at any time up to 120 days after the date of the plant closing or the date of the employee's layoff, if later.

When Weekly Benefits are paid to an employee on layoff following the permanent closing of the plant and prior to the payment of severance pay, such Weekly Benefits shall be paid, and credit units shall be deducted in accordance with the provisions of the S.U.B. Agreement. Any employee who fails to elect to accept severance pay prior to the expiration of the 120-day period contemplated by this Paragraph 22.2 shall forfeit his eligibility for severance pay.

22.3 If an employee whose Job is discontinued because of the permanent closing of the plant shall die prior to the expiration of the 120-day period contemplated by Paragraph 22.2, then the severance payment, if any, for which he may have been eligible at the time of his death shall be paid to his personal representative.

22.4 An employee whose job is discontinued because of the permanent closing of the plant shall not be eligible for severance pay if (i) he is, or will within the 2 years next following his last day worked be, eligible for an immediate unreduced pension under the Pension Plan, or (ii) within the 2 years next following his last day worked but not earlier than 120 days next following the date of plant closing or next following his last day worked, if later, he will first become eligible under the Pension Plan for a deferred vested retirement pension (upon making application therefor as specified in the Pension Plan). If such an employee dies without having retired, or without having commenced receipt of his deferred vested retirement benefits, as the case may be, then there shall be paid to his personal representative an amount equal to (i) the amount of the severance payment he could have elected to receive but for the next preceding sentence less (ii) the aggregate of all Supplemental Unemployment Benefit payments received by him following the date of plant closing.

ARTICLE 23 - JURY OR WITNESS SERVICE

23.1 The Company 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 governmental agency in a matter as to which the Company has no detrimental interest, for each day of such service, his regular straight time hourly rate for the number of hours he normally works on his regular shift, but not more than eleven and one-half. The employee will present proof of service. Allowance for such service will be computed in the same way as holiday allowance is computed in Section 10.3 of this agreement.

This Section will not apply where an employee voluntarily seeks such service.

23.2 Any day on which an employee is called to be in attendance on jury service shall be treated as a day on which eleven and one-half hours were worked for the purposes of determining whether overtime is due under Article 8 for hours worked subsequent to the completion of the period of his jury service.

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

ARTICLE 24 - BEREAVEMENT LEAVE

24.1 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 23.2 below) for a period of three successive days on which the employee would have otherwise worked.

24.2 Such reimbursement will be paid at the employee's regular straight time rate for a period not to exceed 11-1/2 hours per day and limited to absences occurring when he otherwise would have 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. An employee will not receive Bereavement Leave pay when it duplicates pay received for time not worked for any other reason.

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.

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

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



ARTICLE 25 - GENERAL

25.1 It is recognized that the following form part of this Collective Agreement;

- a) Pension Plan
- b) Group Insurance Plan
- c) Safety & Health Booklet
- d) S.U.B. Plan
- e) Attached letters, including that headed "Inter-Plant Transfers" (IPJO).

ARTICLE 26 - TER4 OF THIS AGREEMENT

26.1 This Agreement shall be for the period from and including ~~December 1, 1985 to and including~~ November 30, 1988, and from year to year thereafter ~~subject to the~~ right of either Party to the Agreement within four (4) months immediately preceding the expiry of this Agreement, which is November 30, 1988, or immediately preceding the last day of November in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

26.2 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lock-out or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

26.3 The operation of Section 66 (2) of the Labour Code of British Columbia is hereby excluded.

26.4 Notwithstanding any other provisions of this Agreement, Article 20, Group Insurance Plan, shall remain in effect until and including January 31, 1989, except for Weekly Sickness and Accident Benefits which coverage shall expire on November 30, 1988.

IN WITNESS WHEREOF the parties have executed this Agreement this
~~5th~~ day of March 1985.

UNITED STEELWORKERS OF AMERICA

M. J. Hobbs

Walter G. Lorz

H. L. Stevens

Jack Hill

AMERICAN CAN CANADA INC.

* Patrick F. Henry

John E. Calbick

H. K. Noga

J. L. Salmon

SCHEDULE "A"

CONTINUOUS OPERATIONS

"4 - 4" SHIFT SCHEDULE'

<u>WEEK</u>	<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
1	W	W	W	W	O	O	O
2	O	W	W	W	W	O	O
3	O	O	W	W	W	W	O
4	O	O	O	W	W	W	W
5	O	O	O	O	W	W	W
6	W	O	O	O	O	W	W
7	W	W	O	O	O	O	W
8	W	W	W	O	O	O	O

NOTE: "W" denotes work day

"O" denotes off day

Saturdays and Sundays are considered as regular working days under the continuous operations schedule and as such are payable at regular rates of pay.



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale Ontario M9W 1A1

Phone
(416) 675 3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.,
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #1
RE: EXISTING MASTER LABOUR AGREEMENT

The Company and Union agree that the existing Master Labour Agreement between the United Steelworkers of America and American Can Company, the term of which is February 14, 1983 to February 16, 1986, will continue, and if necessary be extended for up to one year, to cover remaining employees at existing Vancouver and Kelowna facilities until these plants are consolidated into a new plant. In the event of such extension, the existing C.O.L.A. provisions shall continue.

Yours very truly,

AMERICAN CAN CANADA INC

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc..

John L. Salmon,
Vice President, Administration

One International Blvd
Burlington Ontario M9W 1A1

Phone
416) 675-3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.,
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING a2
EFFICIENCY INCENTIVE PLAN (BEER/BEVERAGE D & I)

Following outlines the general details of the Efficiency Incentive plan which the parties have agreed upon for our Beer and Beverage D & I operations.

- This program will be in operation for a 52 week period. It will become effective commencing immediately following the "equipment buy-off".

Using standards established at other American Can Company North American plants, production and spoilage will be measured. The learning curves will provide for production targets of 85% efficiency and on spoilage for 5% maximum.

Production and spoilage figures will be posted for the information of employees on a duly basis. Learning curves will be plotted and posted on a weekly basis.

It is estimated that subject to achieving the aforementioned targets the potential cash incentive payment could be in the range of \$1,500. to \$2,000. per employee covering the 52 week program. Progress will be measured and paid quarterly pro-rata on 75% of the incentive.

The remaining 25% of the incentive will be payable at the end of the 52 week program, subject again to achieving the 85% production and 5% spoilage targets.

Efficiency Incentive Plans covering the welded and salmon technologies will be developed which will be similar to this D & I Plan. These will be three separate plans.

The parties have further agreed to jointly develop a long term productivity/gain sharing plan, for planned introduction following the initial 52 week program above. The local Union President, the Union Staff Representative and a Union Resource Official together with up to three Management Representatives of the Company will form the joint committee to develop the Plan.

Yours very truly.

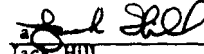
AMERICAN CAN CANADA INC.



John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:



Jack Hill.
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc. .

John L. Salmon,
Vice President, Administration

One International Blvd
Bexdale Ontario M9W 1A1

Phone
(416) 675 3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill

LETTER OF UNDERSTANDING #3
RE SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN

The undersigned agree to the following in connection with the Supplemental Unemployment Benefits Plan (S.U.B. Plan):-

1. S.U.B. benefits are maintained and funded in Canada.
2. The letter of understanding concerning the S.U.B. Plan dated 4/24/78, signed by J. Buly of ACC and H. Dougherty of U.S.W.A. is redundant.
3. During the transition period in which the Company's Vancouver and Kelowna plants are consolidated into the new plant there will only be one S.U.B. Plan and fund in effect.
4. The guaranteed S.U.B. benefit coverage for employees with ten or more years of service will be changed to 104 weeks, effective December 1, 1985, the commencement of the term of the collective agreement covering the Company's new plant.
5. The severance provisions of the S.U.B. Plan will be removed from the Plan and incorporated into the collective agreement, and references to relocation benefits, in order to conform with Revenue Canada regulations.

6. One Union and one Company representative will re-write the S.U.B. Plan for clarity and to "Canadianize" the wording. The parties will meet for this purpose at the earliest convenient time. It is understood that with the exception of item 4, above, the re-writing of the Plan is not intended to decrease or increase the S.U.B. benefits which are provided for employees.

Yours very truly,

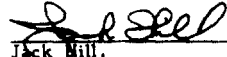
AMERICAN CAN CANADA INC.



John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:



Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale Ontario M9W 1A1

Phone
(416) 675 3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.,
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING Y4
RE PENSION PLAN/GROUP INSURANCE PLAN

It is agreed that the existing Plans covering employees at the Company's present Vancouver and Kelowna plants, shall remain in effect until February 16, 1986, and during any extension to the collective agreement.

Further it is agreed that employees transferring to the Company's new plant shall continue their benefits under the same Plans.

Yours very truly,

AMERICAN CAN CANADA INC

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd Phone
Rexdale, Ontario M9W 1A1 (416) 675-0430

March 5, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

LETTER OF UNDERSTANDING a5
RE: APPRENTICESHIPS

Dear Mr. Hill.

This will confirm the Company's undertaking that it will not employ any apprentices for the duration of the 1985-1988 Collective Agreement.

Yours very truly.

John L. Salmon
Vice-President, Administration

/ms

CONFIRMED:

Area Supervisor

United Steelworkers of America
District 3



American Can Canada Inc.

John L. Salmon
Vice President Administration

One International Rd. 1
Berdale Ontario M9W 1A1

Phone
(416) 675 3490

July 10, 1985
(Revised and replaces
March 5, 1985 Letter)

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #6
RE: KELOWNA EMPLOYEES' RELOCATION COST

The Company agrees to subsidize the relocation costs for Kelowna Plant employees who are transferred to the new Richmond B.C. plant as follows:

\$ 500.00 - Single Employee

\$1,300.00 - Married Employee *

\$2,600.00 - Married Employee (owning house) *

- * In connection with the married employees subsidies above, given that the spouses of several employees are also working at the Kelowna Plant, it is understood that the \$1,300.00 or \$2,600.00 will be limited to one subsidy per family.

Yours very truly,

John L. Salmon
Vice President, Administration

JLS:bl

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A1
Phone
416) 575 1490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #7
RE: SAFETY SHOES

The Company shall subsidize the cost of Safety Shoes in the amount of \$25.00 per year, per employee. This will be reimbursable upon presentation of a purchase receipt.

It will be mandatory that Safety Shoes be worn at all times by all employees.

Yours very truly,

AMERICAN CAN CANADA

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc. .

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale Ontario M9W 1A1

Phone
(416) 675 3490

March 5, 1985

Mr. J. Hill,
Area Supervisor,
United Steelworkers of America,
437 Columbia Street,
New Westminster, B.C.
V1L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #8
RE EXPANDED EMPLOYMENT PROGRAMME "BUY-OUT"

This will confirm our agreement regarding the disposition of accumulated vested E.E.P. benefits for existing Vancouver/Kelowna Employees.

- 1985 - Employees scheduled to take E.E.P. during 1985 may do so, or, at their discretion and at the time the E.E.P. was scheduled, they may elect to receive a cash payment which will represent the difference in their E.E.P. Entitlement and the number of weeks of vacation Entitlement.
- 1986 - Employees who had been scheduled to take E.E.P. thru 1988 during these years will, in lieu of such leave, receive a cash payment which will represent the difference in their E.E.P. Entitlement and the number of weeks of Vacation Entitlement. This payment will also be made at the time the E.E.P. leave was scheduled.

Employees who retire will, at the time of retirement, receive a cash payment which will represent the difference in their E.E.P. Entitlement and the number of weeks of Vacation Entitlement (where vacation for the year in which retirement is taken has been granted). Where the retiring employee has not taken any vacation, the employee will receive a full E.E.P. payment. Where some vacation has been taken, the E.E.P. payment will be adjusted, accordingly.

All E.E.P.'s and partial E.E.P.'s will be "paid up" by December 31, 1988.

Yours very truly.

AMERICAN CAN CANADA INC.



John L. Salmon
Vice-President Administration

JLS:sn

CONFIRMED:



Jack Hill,
Area Supervisor,
United Steelworkers of America
District 3



American Can Canada Inc.

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale Ontario M9W 1A1
Phone
416 675 3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #9
RE: COMPANY SERVICE

Within (30) days of the signing of this Agreement, the Company agrees to provide the Union with a list of all members in the bargaining unit. The list will show the employees' respective amounts of accredited service as of June 30, 1981. It is recognized that service accumulated after June 30, 1981 shall be continuous service as contemplated by Art. 24.6 through 24.12 of the existing Agreement. The (employee's previously accumulated accredited and subsequent continuous service will be the employee's service for vacation, pension, S.C.B. Plan and Group insurance benefits purposes.

Yours very truly,

AMERICAN CAN CANADA INC.

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon
Vice President, Administration

One International Blvd
Rexdale Ontario M9W 1A1
Phone
416-675-3490

March 5, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #11
RE: RETIREMENT/RECALL

This will confirm our understanding that, notwithstanding Section 6 of Article XIV of the Pension Agreement of February 16, 1981 between the Company and the Union, retirement of an employee under the provisions of Section 3.(a) of Article IV of that Pension Agreement will not affect the employee's right to recall under the provision of the Labour Agreement between the parties.

Yours very truly,

John L. Salmon
Vice-President, Administration

/ms

CONFIRMED:

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc..

John L. Salmon,
Vico President, Administration

One International Blvd
Rexdale Ontario M9W 1A1
March 5, 1985

Phone
(416) 675 3490

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.,
V3L 1A9

Dear **Ur.** Hill:

LETTER OF UNDERSTANDING #12
RE: RETIREMENT/VACATION

This will confirm **our** understanding that any employee otherwise entitled to a vacation under Article 11, in the calendar year in which he **retires** under the terms **of** the Pension Plan identified in Article 21 which **makes** him eligible for a **special** retirement payment but who **has** not taken such vacation prior to the date of **such** retirement, shall not be required to **take** a vacation in that calendar year and shall not be entitled to **vacation** pay **for** that calendar year.

Yours very truly,

AMERICAN CAN CANADA INC

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale Ontario M9W 1A1

Phone
416: 675-3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America
District 3,
437 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #13
RE: GROUP INSURANCE

Notwithstanding any provision contained in the Group Insurance Plan and Agreement, an employee who is granted a temporary Leave of Absence for Union Business will continue to be covered by the features of the Group Life Insurance Plan and Agreement as follows:

Life insurance	Six Months
Weekly Sickness & Accident Benefits	Two Weeks
All Other Coverages	Three Months

All such continuances shall date from the first day of such Leave.

Yours very truly,

AMERICAN CAN CANADA INC.

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc.

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale Ontario M9W 1A1
March 5, 1985

Phone
.4161 675 3490

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.,
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTAND #1
RE SEVERANCE PAYM S

This will confirm our understanding that the severance payments provided under the collective agreement are intended to be a substitute for Weekly Supplemental Unemployment Benefits, and Like such Weekly Benefits. are designed to supplement rather than replace the Unemployment Insurance benefits.

Should any Government deny or threaten to deny unemployment compensation to any employee solely because such employee has received a severance payment under the collective agreement the Company will co-operate with the Union in contesting such action.

Yours very truly,

AMERICAN CAN CANADA INC

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A1

Phone
416 875 3490

March 5, 1985

Mr Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V1L 1A9

Dear Mr. Hill:

**LETTER OF UNDERSTANDING #15
RE RESIDUAL RIGHTS**

The parties recognize that if there are some current or former employees who may have residual rights and benefits accumulated while employed by the Company at facilities which are no longer in operation, the Company and the Union acknowledge that notwithstanding the provisions of Article 3.1 such employees are still represented by the Union with respect to any benefit they may have accrued under previous agreements or for which they may have become eligible under the 1981 Agreement or subsequent Agreements.

Yours very truly,

AMERICAN CAN CANADA INC

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A1

Phone
416/ 675 3490

March 5, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #16
SUBJECT: CONTINUOUS OPERATIONS SCHEDULE

The parties hereby agree that they will mutually cooperate to seek exemptions or waivers, if and where necessary, from any governmental laws, rules and/or regulations which limit the application of Scheduler pursuant to Continuous Operations Schedules.

Yours very truly,

John L. Salmon
Vice-President, Administration

/ms

CONFIRMED:

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc. .

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A1

Phone
(416) 675-3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.,
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #17
RE: WEEKLY SICKNESS AND ACCIDENT BENEFITS

This will confirm our understanding that, if any difference shall arise between the Company and any employee as to whether such employee is disabled so as to be eligible for Weekly sickness and Accident Benefits, such differences will be resolved as follows:

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they shall disagree concerning whether the employee is capable of performing his job, that question shall be submitted to a third physician selected by such two physicians. The medical opinion by the third physician, after examination of the employee and consultation with the other two physicians, shall decide such question. The fees and expenses of the third physician shall be shared equally by the Company and the Union.

in the event the Company and the Union physicians cannot agree on a third physician within fifteen (15) days of receipt of the conflicting opinions, the Company will notify the Union of the impasse and the medical issue will be resolved by an impartial physician according to the following procedure:

The Company and the Union will contact the local County Medical Association and request a written list of certified specialists relating to the medical issue. The list shall consist of three (3) certified physicians in the area, excluding any physicians involved in the dispute.

Their fees and expenses shall be borne equally by the Company and the Union.

The selection of the impartial physician shall be in the order in which submitted by the local Medical Association. If for any reason all such physicians cannot or decline to serve as the impartial physician, the Company and the Union shall request from the local County Medical Association such additional lists as are necessary.

In view of this procedure for adjusting such differences, it is understood that the provisions of Article 14 shall not apply in the resolution of such matters.

If an employee's Weekly Sickness and Accident Benefits shall have been discontinued, and if it shall be finally determined in the manner set forth above that such Benefits shall be paid to the employee for the period during which the employee was found to be eligible for such Benefits.

Yours very truly,

AMERICAN CAN CANADA INC.



John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:



Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale Ontario M9W 1A1

Phone
416 675 3490

March 5, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #18
RE: GRIEVANCE PROCEDURE

This will confirm the understanding reached during our 1985 negotiations that if during the term of our new Agreement it is determined that the Grievance procedure is not functioning satisfactorily at the Company's Vancouver Plant, a special meeting will be convened to discuss the matter. Such meeting will be attended by the Area Supervisor, District 3 and a representative of the Company's Head Office Labour Relations Staff.

Yours very truly,

A handwritten signature in black ink, appearing to read "John L. Salmon".

Jms

John L. Salmon
Vice-President, Administration

CONFIRMED:

A handwritten signature in black ink, appearing to read "Jack Hill".

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A1
Phone (416) 675 3490

March 5, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #19
RE: EMPLOYEE TRANSFER

This will confirm **our** understanding that, **in** the event the Company decides **to** transfer an **employee** whose job has been discontinued as a **result** of a Plant Closing to a Steelworker location not covered by **this Agreement**, the Company will **so advise** the International Union and provide the opportunity to discuss such transfer, if desired by the Union.

In the event an employee **is** transferred to a Plant represented by the U.S.W.A. but not covered by **this Agreement**, he shall **be entitled** to the following

Retain **his** S.U.B. Credit Units if the new Plant has an S.U.B. Plan, up to the **maximum** under the new Plant's S.U.B. Plan, provided that, if **he** is laid off within two years of his date last worked at the original Plant, he shall be entitled to any additional payments (in **excess** of the maximum at the **new** Plant) for which he would be eligible under Exhibit C, Part II of the 1981-86 S.U.B. Plan or language that replaces such **clause** in the **successor** Agreement

Yours very truly,

John L. Salmon
Vice-President, Administration

/mi

CONFIRMED:

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc.

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A1

Phone
416 675 3490

March 5, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill

LETTER OF UNDERSTANDING #20
RE: ALCOHOL/DRUG PROGRAM

Without detracting from the existing rights and obligations of the parties, the Company and the Union agree to cooperate in developing a program of encouraging employees at the Company's Vancouver Plant, afflicted with an alcohol or drug problem, to undergo a coordinated program directed to the objective of their rehabilitation.

Yours very truly,

John L. Salmon
Vice-President, Administration

ms

CONFIRMED:

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc..

John L. Salmon,
Vice President, Administration

One International Blvd
Buxdale, Ontario M9W 1A1

Phone
416.675.3490

March 5, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkerr of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #21
RE: EMPLOYEE INCAPACITATION

During the 1981 negotiations between the parties, lengthy discussions were held regarding accommodations that could be made to provide employment opportunities for employees who are partially Incapacitated due to illness, accident, or age. This will confirm that the Company's policy has been and will continue to be that every attempt will be made to provide employment for affected employees as long as they have the ability and physical fitness to perform a job in the rate structure.

In the event that placement on such work will adversely affect the seniority of any other employee, this matter will be discussed by Local Management and the Local Union before the assignment to such work is made.

Yours very truly,

John L. Salmon
Vice-president, Administration

/ms

CONFIRMED:

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc..

John L. Salmon,
Vice President Administration

One International Blvd
Rexdale Ontario M9W 1A1

Phone
(416) 675-3490

March 5, 1985

Mr Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill

LETTER OF UNDERSTANDING #22
RE SKILLED CAN MAKER

This will reconfirm our joint understanding of Article 3.4 with regards to the duties and responsibilities of the "Skilled Can Maker". The **employee** assigned to this classification has the experience, expertise and training to qualify him to instruct bargaining unit employees as to the maintenance and improvement of production and quality.

It is not intended that the "Skilled Can Maker" will perform work for which rates are established by the Agreement, except as outlined in the above paragraph. It is understood that the "Skilled Can Maker" will not be utilized for such purposes as absentee replacement, vacation replacement, relief periods, etc

The contents of this Letter will be fully discussed with Local Management at the Company's Vancouver Plant.

Yours very truly,

John L. Salmon
Vice-president, Administration

/ms

CONFIRMED

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Alexdale Ontario M9W 1A1
March 5, 1985

Phone
416, 675 3490

Mr. Jack Hill,
Area supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V1L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #23
RE. EMPLOYEE ORIENTATION

The Parties recognize the mutual desirability of establishing a co-ordinated program of orientation for new employees in the course of pre-employment processing.

Accordingly, during the term of this Agreement, 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 locations. It is the intent that the Local Parties will co-ordinate the Union orientation sessions as to content and timing with the Company orientation program. All materials, papers, texts, visual aids and other educational informational aids for the Union orientation program will be furnished by the Union at its expense.

Yours very truly,

AMERICAN CAN CANADA INC

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

Old International Blvd
Rexdale Ontario M9W 1A1

Phone
4161 675 3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill

LETTER OF UNDERSTANDING Y24
RE: BACK PAY SETTLEMENTS

This is to confirm our understanding that there shall be no deduction from back pay awards, or settlements under grievance, suspension/discharge and arbitration provisions for governmental assistance, welfare or private charity received by an affected employee. Where a practice has been established not to deduct Unemployment Compensation for back pay awards or settlements, it shall remain in effect.

Yours very truly,

AMERICAN CAN CANADA INC

John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd Phone
Rexdale, Ontario M9W 1A1 .4161 675 3490

March 5, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

LETTER OF UNDERSTANDING #25
SUBJECT. RULE OF 70/75

Dear Mr. Hill:

This will confirm the understanding reached during the 1983 negotiations to amend the provisions of the current Pension Plan with respect to the calculation of the Monthly Supplement (currently 5365.00) payable to individuals who retire on a Special Early Retirement (currently "70/75 Retirement").

Effective January 1, 1982, the monthly amount of a Retirement Pension for an employee eligible for 70/75 shall be computed as follows: The Benefit Level multiplied by the number of years (and fraction thereof) of his combined Accredited Service at the time of early retirement plus, until the attainment of his regular retirement age, for any month in which he is not eligible to receive an unreduced disability insurance benefit under the Social Security Act (and would not be eligible upon application), a Monthly Supplement. However, if an employee is eligible for 70/75 retirement, retires under the 70/75 provisions on or after March 1, 1977 and is employed by a company in duties involved in can manufacture, my Monthly Supplement to which he otherwise would have been entitled on or after January 1, 1978 shall be suspended during the period of such employment.

This understanding shall also be applied retroactively to each individual who is currently on retirement as if it had been in effect as of the later of the date of retirement or January 1, 1982.

Yours very truly,

John L. Salmon
Vice-President, Administration

/ms

CONFIRMED:

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc

John L. Salmon,
Vice President, Administration

One International Blvd
Reidale, Ontario M9W 1A1

Phone
416.675.3490

March 5, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #26
RE: JUSTICE AND DIGNITY

The undersigned agree that in connection with Article 5 of the collective agreement, they will be governed by the guidelines and examples set out in the attached letters dated November 13, 1981 and February 16, 1981, signed by A. Verdram.

Yours very truly,

AMERICAN CAN CANADA INC.

John L. Salmon
Vice President Administration

JLS:sn

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3

JUSTICE AND DIGNITY ADMINISTRATION

AMERICAN CAN -- CONTINENTAL GROUP -- NATIONAL CAN -- CROWN, CORK, & SEAL

FEBRUARY 15, 1981

Considerable time has lapsed since the conclusion of the 1981 Master/Basic Agreement negotiations. Despite the passage of time, and to the disappointment of all concerned, the parties have been unable to resolve their respective differences with regard to the scope and intent of the "Justice and Dignity Provision" resulting from those negotiations. As perceived by the four companies the problem arose because the negotiations produced ambiguous language on "J and D", thus creating the subsequent need to clarify the matter. With this letter we are seeking to clarify the initial "Justice and Dignity" language in accord with the intent of the parties. All four companies will implement the "Justice and Dignity Provision" in accordance with their agreement with the Union last February as made specific in this letter.

As initially drafted, the Justice and Dignity Provision set forth some examples of causes for suspension, discharge and/or termination where the employee would not be retained or returned to work. The causes listed below represent over 90% of all the suspensions, discharges, and/or terminations under our Master Basic Agreement.

The Justice and Dignity procedure shall be applicable for suspensions, discharge, and terminations resulting from the following causes providing the continuance of employment does not represent an impairment in the company's ability to operate in a safe and efficient manner.

- a. Tardiness
- b. Absenteeism
- c. Abuse of relief periods
- d. Simple negligence in job performance
- e. Unauthorized absence from the work station
- f. Leaving the premises without permission
- g. An employee deemed to have quit pursuant to the seniority provisions of the respective agreement.
- h. Possession, without the use of, alcohol

As long as a grievance has been properly filed in accordance with the Master Basic Agreement which specifically contests the propriety of a suspension, discharge, or termination which was made for any of the causes listed above, the employee subject to the discipline will be allowed to remain at work while the grievance is processed to a conclusion. The actual implementation of the suspension, discharge or termination (if sustained) will be made as soon as practical after the final determination of the grievance.

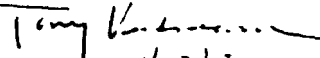
Regarding administration of discipline for causes listed above, the employee shall be returned to work when a grievance is timely filed. If a grievance is filed after the start of suspension for a cause listed above, the employee shall be reinstated and shall be advised that as a result of the grievance the suspension period of the suspension period is being deferred pending final resolution of the grievance and he will be scheduled to return to work as soon as practicable.

Grievances involving employees who are retained or returned to work under this provision (J & D) will be processed in the expedited arbitration procedure. However, in order to protect the mutual interest of both parties, it shall be necessary in cases involving alleged discrimination, as provided for by governmental agencies, to apply regular arbitration.

If after being retained at employment pursuant to the Justice and Dignity Provisions, an employee becomes otherwise subject to disciplinary action within the jurisdiction of Justice and Dignity, all protection under the Justice and Dignity Provision shall be immediately revoked.

A grievance concerning the applicability of "Justice and Dignity" will be processed with the related grievance.

THE CORE CAN COMPANIES


1/17/21



A. Verdrem, Director
Labor Relations
Human Resources

American Can Company

American Lane
Greenwich, Connecticut 06830

November 13, 1981

Mr. Robert J. Petris
Director - USWA District 38
P. O. Box 2428
West Covina, CA 91793

JUSTICE AND DIGNITY

Dear Mr. Petris:

As discussed and promised in our meeting of November 11, 1981 at the Steelworker's headquarters in Pittsburgh, please find attached the industry position regarding the implementation of Justice and Dignity. The implementation will be applied retroactively on February 13, 1981 as well as prospectively by all four companies signatory to the 1981 Master Basic Agreement. All four companies will insert into their respective agreements the language of Justice and Dignity as it was agreed to in our recent negotiations in California.

This letter and attachment while augmenting Justice and Dignity in no way meant to waive the rights of either the United Steelworkers or the industry with regard to their respective postures regarding the ambiguity or lack thereof of the language of Justice and Dignity as it appears in our Master Basic Agreement.

Additionally, each of the four companies will, where appropriate, prepare under separate cover to their respective chairman a listing of those cases wherein the Union has grieved that the companies have not applied Justice and Dignity.

Also discussed and agreed to in our Pittsburgh meeting were the following three examples:

1. Where an employee is released from work by the company for the balance of his/her shift, day, or part thereof, with instructions to report for work the next work day, this incident shall not be considered a suspension for the purposes of Justice and Dignity;
2. Employees are expected to obey management orders and grieve any disputes over such orders;

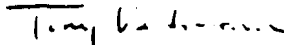
Mr. R. J. Petris
November 13, 1981
Page 2

3. Persons who refuse assignments (except e.g. Article 8.7 d and Article 16.8 of the Continental Agreement or similar provisions in the Agreements of the other three companies) are excluded from the Justice and Dignity provisions and these situations will be handled in accordance with the applicable provisions of the Master Basic Agreement.

Finally, at a time mutually agreeable to the parties, a meeting shall be called (by either party) to evaluate both the application of Justice and Dignity as well as possible administrative changes.

On behalf and between the core companies signatory to the Master Basic Agreement, I remain,

Sincerely yours,


A. Verdram
AMERICAN CAN COMPANY

AV:ls
cc: S. Rexford, Continental Group, Inc.
J. Pangborn, National Can Company
H. Abrams, Crown, Cork, and Seal
Attachment



American Can Canada Inc..

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A1

Phone
(416) 675-3490

March 15, 1985

Mr. Jack Hill,
Area Supervisor.
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.,
V3L 1A9

LETTER OF UNDERSTANDING #27
RE: U.S.W.A. REPRESENTATION
NEW VANCOUVER FACILITY

Dear Mr. Hill:

This will serve to confirm our understanding in connection with U.S.W.A. **representation** at the Company's planned consolidated facility to be established in the lower mainland area of British Columbia:

1. The Company will notify the U.S.W.A. of the exact location and street address, immediately following completion of the real estate transaction.
2. The Company **agrees** to voluntarily recognize the U.S.W.A. as the **sole** and **exclusive** bargaining agent at the consolidated facility.
3. The Company understands that the U.S.W.A. will be subsequently applying to the British Columbia Department of Labour for **certification**. The Company will concur subject to such application **for** certification specifying the **address** of the facility and to the following description of the bargaining unit:

"...all employees except those excluded by the Act, office staff (clerical and technical) and salesmen."

Yours very truly,

AMERICAN CAN CANADA INC.

John L. Salmon
Vice President Administration

CONFIRMED:

Jack Hill,
Area Supervisor
United Steelworkers of America
District 3

See under "Letter to American Can Company"



American Can Canada Inc.

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A7

Phone
(416) 675-3490

March 15th, 1985

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
417 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING #28

The parties agree that in initially classifying and slotting employees into the new job classifications and wage scale, the following will apply:

- 1) TOOL AND DIE MAKER/MACHINIST and ELECTRONIC REPAIRMAN/ELECTRICIAN new and existing employees will start at the new rates,
- 2) MECHANIC OPERATOR - existing mechanics who have completed the Company's existing mechanical training program and who successfully pass the Company mechanical aptitude test, will start at \$15.31 hour.
- 3) I.T.O. and GENERAL LABOUR - promoted to Mechanic Operator will start at progression rate of \$14.31 and flow through the scale to \$15.31 hour, as per Article 19.
- 4) Mechanic Operators failing the test will start at \$13.91 hour as I.T.O.'s or at \$13.36 as General Labour.
 - Existing I.T.O.'s start at \$13.91.
 - I.T.O.'s from General Labour will start at \$13.91.
 - Surplus I.T.O.'s will move down to the General Labour rate of \$13.36.
 - Existing General Labour start at \$13.36.

- 5) Any employee that is not a qualified mechanic or I.T.O. will enter the new plant at the General Labour rate of \$13.36.

Yours very truly,

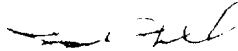
AMERICAN CAN CANADA INC.



John L. Salmon
Vice President, Administration

JLS:sn

CONFIRMED :



Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3



American Can Canada Inc..

John L. Salmon,
Vice President, Administration

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Phone
(416) 675-3490

June 3, 1985

Mr. Jack Hill
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

Re: Mechanical Aptitude Test
Richmond, B.C., Plant

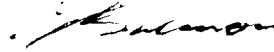
#24

This will confirm our agreement from our May 29th meeting on the following matters in connection with the mechanical Aptitude Test. as applicable to our Vancouver and Kelowna employees:

1. Body Maker Mechanics and Double Seamer Mechanics being assigned to the "Soudronic" technology will be exempt from writing the test. Employees in these classificationa. if assigned to "Press" or "D&I" technologies will be required to write the test.
2. Press mechanics from our Kelowna Plant being assigned to the "Press" technology will be exempt from writing the test. Employees in this classification if assigned to the "Soudronic" or "D&I" technologies will be required to write the test.
3. All other employees who are not qualified Body Maker, Double Seamer or Press Mechanics will be required to write the test in order to be versatile and eligible for mechanical jobs on any of the aforementioned three technologies.
4. The acceptable passing grade for the test will be established by using the composite average test results from the Company's Simcoe, Toronto, Whitby and Baie d'Urfe Plants.
5. All mechanics entering any technology are subject to the 1,000 hour probationary period under the existing training program.
6. Employees will be provided with two weeks notice of tests.

7. The Company will give consideration on a limited basis for an employee to re-write the test who initially fails due to extenuating and legitimate circumstances.

Yours very truly,



J. L. Salmon
Vice President Administration

JLS/bl

CONFIRMED:



Jack Hill
Area Supervisor
United Steelworkers of America
District 8

cc: L. Regenwetter
W. Lorz
J. Calbick
P. Henry



American Can Canada Inc..

John L. Salmon,
Vice President, Administration

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Rexdale, Ontario M9W 1A1

Phone
(416) 675-3490

July 8, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
District 3
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

**LETTER OF UNDERSTANDING #30
RE: HOTEL ACCOMMODATION EXPENSE**

The Company agrees to subsidize hotel accommodation expenses for Kelowna Plant employees who are required to assist with the installation of equipment at the new Richmond B.C., facility. In this regard, a special price of \$49.00 per day has been arranged at the hotel. The amount will be limited to a maximum of 10 days at \$49.00 per day, which shall be reimbursable to the employee upon submission of hotel receipts.

Yours very truly,

John L. Salmon

John L. Salmon
Vice President, Administration

JLS/ab

CONFIRMED:

Jack Hill
Area Supervisor
United Steelworkers of America
District 3



American Can Canada Inc. .

John L. Salmon,
Vice President, Administration

One International Blvd
Rexdale, Ontario M9W 1A1

Phone
(416) 675 3490

July 8, 1985

Mr. Jack Hill
Area Supervisor
United Steelworkers of America
437 Columbia Street
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill:

LETTER OF UNDERSTANDING: #31
SUPPLEMENTAL UNEMPLOYMENT BENEFITS (S.U.B.) - KELOWNA

During our June 18, 1985, meeting the subject of Supplemental Unemployment Benefits (S.U.B.) was raised for discussion. Specifically, this relates to certain Kelowna Plant employees who may wish to decline the Company's offer of continuing employment at its new Richmond, B.C., Plant for family or other personal reasons.

The Company and the Union have agreed, without prejudice or precedent, that such employees, as named on the attached listing, instead of accepting the transfer, may elect to go on layoff under the provisions of the "Supplemental Unemployment Benefits Agreement" between the parties.

Employees wishing to exercise the foregoing option must signify their intention in writing to the Company by July (17), 1985, or earlier.

It is agreed that this constitutes the final resolution of all S.U.B. issues in connection with the transfer of the Company's manufacturing operations from Kelowna to Richmond.

Yours very truly,

AMERICAN CAN CANADA INC.

John L. Salmon
Vice President, Administration

JLS/ab

CONFIRMED:

Jack Hill
Area Supervisor
United Steelworkers of America
District 3

Printed under license from American Can Company

July 8, 1985

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) - KELOWNA

Ralph Quigley

Harry McCready

Dennis Olson

Bernard Gautier

Sheila Olson

Alberta Rushmer



American Can Canada Inc .

John L. Salmon
Vice President Administration

One International Blvd
Rexdale, Ontario M9W 1A1
Phone (416) 675 1490

October 3, 1985 (Revised and replaces
July 16, 1985 letter)

Mr. Jack Hill,
Area Supervisor,
United Steelworkers of America,
District 3,
437 Columbia Street,
New Westminster, B.C.
V3L 1A9

Dear Mr. Hill

LETTER OF UNDERSTANDING #32
CMS OVERHAUL SHOP AND CMRP STORES

This will confirm the agreement between the Company and the Union in connection with hours of work for the CMS Overhaul Shop and CMRP Stores, when this group relocates to the Company's new Richmond facility.

Employees assigned to this area will remain on the standard "5/2" work week schedule of five consecutive days, Monday to Friday, consisting of eight hours per day.

The applicable provisions of the current Master Labour Agreement between USWA and ACC ("the Gold Book") from Articles 8 - Hours of Work, 9 - Overtime, 13 - Vacation Plan, (except as improved) and any other relevant provisions will remain in effect, as they pertain to the "5/2" schedule.

The current job classifications within this group at Vancouver Plant and the new job classifications/rates which will apply at Richmond are as follows:

CURRENT	NEW	RATE (Dec 1/85)
Clachinists	- Tool & Die Maker/Machinist	\$16.47
Mechanic Fitters	- Mechanic Operator	\$15.31
Stockkeeper Boxer/Craters	- Industrial Truck Operator	\$13.91
Steam Cleaners	- General Labour	\$13.36

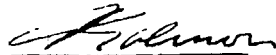
Employees assigned to jobs within the CMS Overhaul Shop and CMRP Stores will not be rotated with employees working on the "4/4" work schedule within the plant proper, except for changes in manpower requirements occasioned by attrition or fluctuating business volumes.

Re: Incentive Payment

Letter of Understanding #2, dated March 5, 1985, deals with efficiency incentive plans for production employees in our Beer/Beverage (41, Welded, and Salmon operations. While employees within the CMS group are not involved with production operations and are exclusively involved with outside customer service activities, it is agreed that they will be included in such plans. Incentive payments for these employees will be calculated on the basis of the average incentives paid throughout the plant at large.

Yours very truly,

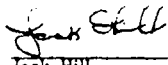
AMERICAN CAN CANADA INC.



John L. Salmon
Vice President, Administration

JLS:mm

CONFIRMED :



Jack Hill
Area Supervisor
United Steelworkers of America
District 3

