


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**COLLECTIVE
AGREEMENT**

between 

**BALL PACKAGING PRODUCTS
CANADA, INC.
(Richmond Plant)**

and

**THE UNITED STEELWORKERS
OF AMERICA
(LOCAL 2821)**

December 1, 1991

to

December 3, 1994

NOV 2 - 1992

2-17-1992

TABLE OF CONTENTS

	Page
Article 1 - Purpose and Intent	2
Article 2 - Responsibilities of the Parties	2
Article 3 - Bargaining Agency and Recognition	4
Article 4 - Management	7
Article 5 - Union Membership and Service Charges	7
Article 6 - Check-Off	9
Article 7 - Wage Schedule	10
Article 8 - Hours of Work and Overtime	18
Article 9 - Shift Premiums.	26
Article 10 - Holidays	26
Article 11 - Vacation Plan.	28
Article 12 - Seniority	34
Article 13 - Leave of Absence.	39
Article 14 - Adjustment of Grievances	42
Article 15 - Suspensions and Discharges.	56
Article 16 - Health and Safety	61
Article 17 - Bulletin Boards	71
Article 18 - Effect of Legislation	72
Article 19 - Training	72
Article 20 - Group Insurance Plan	76
Article 21 - Pension Plan	76
Article 22 - Severance Payments	76
Article 23 - Jury or Witness Service	79
Article 24 - Bereavement Leave	80
Article 25 - General.	82
Article 26 - Term of This Agreement.	85
Schedule " A Continuous Operations "4-4"	
Shift Schedule	88

AGREEMENT

THIS AGREEMENT HAS BEEN MADE
AND ENTERED INTO BY AND BETWEEN

BALL PACKAGING PRODUCTS CANADA INC.
(Richmond Plant)

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, 1991.

ARTICLE 1 - PURPOSE AND INTENT

1.1 Purpose:

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 Gender Clarification:

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

ARTICLE 2 - RESPONSIBILITIES OF THE PARTIES

2.1 Recognition of Rights:

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 No Strikes/Lockouts:

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.

2.3 No Discrimination

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

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

2.4 Employment Equity

The Company and the Union agree that employment equity is a desirable objective. Accordingly it is agreed that hiring for bargaining unit positions will be conducted on a gender neutral basis, subject only to the availability of applicants with the skills to do the job.

2.5 Sexual Harrassment

The Company and the Union recognizes the right of an employee to work in an environment free from sexual harrassment.

Sexual harrassment of another employee is defined as:

- making unwelcome advances or
- requests for sexual favours or
- other verbal or physical conduct of a sexual nature.

Allegations of sexual harrassment must be reported immediately to the employee's immediate supervisor or to the Human Resources Manager.

The Company will investigate allegations of sexual harassment in an objective, humane, timely and confidential manner.

Any employee found to have sexually harassed another employee will be subject to discipline up to and including discharge.

Where investigation reveals that an allegation of sexual harassment is false, the employee making the accusation will be subject to disciplinary action up to and including discharge.

ARTICLE 3 - BARGAINING AGENCY AND RECOGNITION

3.1 Bargaining Agent Recognition:

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.

3.2 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 Industrial Relations Act of British Columbia.

3.3 Bargaining Unit Work:

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), work of an incidental nature, (e.g. clearing minor jams, starting/stopping equipment, safety) or in emergencies when regular employees are not available.

Grievances arising over an alleged violation of this clause must be filed within eight (8) calendar days 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, a monetary penalty shall be paid to the Local Union. In no event shall the penalty be less than four (4) hours pay.

3.4 Contracting Out:

1) 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.

- 2) A Contracting Out Committee composed of three Company and three Union representatives shall meet on an **as** needed basis to discuss any concerns arising out of issues respecting Articles 3.3 and 3.4.

In particular this Committee will address:

- (a) proposed contracting out by the Company
- (b) suggestions from the Union concerning having such work done by employees.
- (c) the dates that contractors are expected to commence a particular project and an estimated completion date.
- (d) any concerns about safe work practices by contractor's employees.

The Company will post a list describing which contractors are on the premises **and** what projects they are **performing**.

Where circumstances dictate that appropriate prior notice or discussion cannot take place, the Company will **immediately** advise an on-shift representative of the **Union** (**as** designated by the Union).

3.5 Skilled Can Maker:

The Company, without limiting the Company's rights under Section 3.3, 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.

It is understood that the Skilled Can Maker will not be utilized for such purposes as absentee replacement, vacation replacement, relief periods, etc.

ARTICLE 4 - MANAGEMENT

4.1 Management Rights:

The management of its plant 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 General:

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

5.2 Membership:

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 purposes 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 Copy of Agreement:

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 Deductions:

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 Deductions:**

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 Form:

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 Dates of Deductions:

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 Company Saved Harmless:

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 Classifications and Rates:

(a) The job classifications and rates of pay are as follows:

Group	Classifications	Dec. 1 1991	Nov. 29 1992	Nov. 28 1993
5	Tool & Die Maker/Machinist	20.42	20.57	20.70
	Electronic Repairman /Electrician	20.42	20.57	20.70
	Millwright	20.42	20.57	20.70
4	Mechanic Operator - Welded	18.43	18.58	18.71
	Mechanic Operator - D & I	18.43	18.58	18.71
	Mechanic Operator - Presses	18.43	18.58	18.71
	Mechanic Operator - Packaging	18.43	18.58	18.71
	Mechanic - Rebuild	18.43	18.58	18.71

Group	Classifications	Dec. 1 1991	Nov. 29 1992	Nov. 28 1993
3	Quality Assurance Analyst	17.32	17.47	17.60
2	Industrial Truck Operator	16.64	16.79	16.92
1	Production Associate	16.06	16.21	16.34

- (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) The above rates **are** exclusive of any Cost of Living Adjustments or Continuous Operating Premium as specified and defined in Sections 7.2 and 8.2(b) respectively.

7.2 Cost of Living Allowance (COLA):

DEC. 1/81	YEAR 1 "Cola Advance" (\$.40)		
NOV. 29/82	Roll In (\$.40 "Advance" + Year 1 "Cola Difference")	+	YEAR 2 "Cola Advance" (\$.40)
NOV. 28/83		+	Roll In (\$.40 "Advance" + Year 2 "Cola Difference")
DEC. 3/84			Roll In (\$.40 "Advance" + Year 3 "Cola Difference")

7.2 Cost of Living Allowance (COLA):

The wage rates specified in Section 7.1 are exclusive of any COLA. COLA Advances and Actual COLA Differences will be "rolled-in" to the base rates only when and as specified elsewhere in Section 7.2.

"Consumer Price Index" (CPI) is the CPI for Canada-all items (1981=100) published by Statistics Canada.

"Consumer Price Index Base" (CPI Base): is the CPI for the month of October 1991, (published in November 1991.)

"COLA Adjustment Formula": COLA Adjustments will be made which will reflect a one cent per hour increase in COLA for each full .12 rise in the CPI over the CPI Base (less all previous Advances and COLA roll-ins.)

The first such Adjustment will occur on November 29, 1992, the second on November 28, 1993 and the final Adjustment on December 3, 1994.

“COLA Advance” (Advance). Such Advances are “Add-ons” and until such time as they are rolled-in will be used only in the calculation of pay for hours worked (including overtime) and reporting pay.

Effective December 1, 1991 an Advance of \$.40/hour will be paid. This \$.40/hour will be rolled-in effective November 29, 1992.

Effective November 29, 1992, a second Advance, this time of \$.40/hour, will be paid. This \$.40/hour will be rolled-in effective November 28, 1993.

Effective November 28, 1993, a final Advance of \$.40/hour will be paid. This \$.40/hour will be rolled-in effective December 3, 1994.

“Actual COLA Difference” (Difference). On November 29, 1992 a calculation will be made which will determine any difference between the December 1, 1991 Advance (\$.40) and the actual amount of COLA generated using the COLA Adjustment Formula and CPI Base. If the Difference exceeds \$.40/hour, such Difference will be added to, and rolled into, the base rates effective November 29, 1992.

On November 28, 1993, a calculation will be made which will determine any Difference between the November 29, 1992 Advance and the actual amount of COLA generated using the COLA Adjustment Formula and CPI Base. If the Difference exceeds \$.40/hour, such Difference (less all previous Advances and COLA roll-

ins) will be added to, and rolled into, the base rates effective November 28, 1993.

On December 3, 1994 a calculation will be made which will determine any Difference between the November 28, 1993 Advance and the actual amount of COLA generated using the COLA Adjustment Formula and CPI Base. If the Difference exceeds \$.40/hour, such Difference (less all previous Advances and COLA roll-ins) will be added to, and rolled into, the base rates effective December 3, 1994.

7.3 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.

if the parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

7.4 Rate Retention - General Rule:

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.

7.5 Rate Retention - Balance of Shift:

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 will 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, 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.

7.6 Rate Retention - Skilled Classifications:

The rate retention rule in this Section applies only to employees who are classified in one of the following skilled classifications:

- Tool & Die Maker
- Electronic Repairman
- Mechanic Operator - Welded
- Mechanic Operator - D & I
- Mechanic Operator - Presses
- Mechanic Operator - Packaging
- Mechanic - Rebuild
- Quality Assurance Analyst

After an employee has been classified in one of the jobs listed above and when work in his classification is not available so that he is assigned by the Company to a lower rated job, he will keep the rate of his classification provided he has worked at least 500 hours in that classification within the twelve months preceding the change in assignment. Thereafter, as long as he continues on the lower rated 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 classification during the preceding twelve months, he will continue to keep the rate of his classification until the next review. However, if a quarterly review shows that the employee has not worked at least 500 hours in his classification in the preceding twelve months, he will then lose the rate of his previous classification and will thereafter receive the regular rate of the job he is currently assigned.

7.7 Rate Retention - Skilled Classification, Trainees:

The rate retention in this section applies only to certain employees in a Training Program which would lead to their being classified in one of the skilled classifications referred to in Section 7.6.

Where an employee is working as a Mechanic Operator Trainee and, prior to his attaining the Mechanic Operator classification, is cutback while there is a junior Trainee in a Mechanic Operator classification other than his, he will receive rate retention for three calendar months from the date of his cutback. The Company, at its discretion,

may extend this three month period, on an individual basis, if it is felt that a recall may be imminent.

Where an employee is working as a Quality Assurance Analyst Trainee and, prior to his attaining the Quality Assurance Analyst classification is cutback, he will receive rate retention for three calendar months from the date of his cutback, or, at the Company's discretion, for some longer period, if it is felt that a recall is imminent.

Once a Trainee's rate retention, or, the extension thereof, has expired, he may bid on posted jobs in the usual manner.

7.8 Training Hours and Trainee Rates-Q.A.A.'s:

The training program for Quality Assurance Analysts will be 500 hours in length, the first 200 hours of which will be a probationary period. This probationary period will be administered in the same fashion as described in Section 19.3, except the hours will read 200 hours instead of 1000 hours.

The start rates will be as follows: effective December 1, 1991, the start rate will be \$16.96/hour; effective November 29, 1992, the start rate will become \$17.11/hour; effective November 28, 1993, the start rate will become \$17.24/hour. Upon the completion of the 500 hours training program, employees will progress to the applicable job rate as specified in Section 7.1.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Purpose of Article:

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

8.2 Continuous Schedules:

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

a) **Schedules** - 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) consecutive days off. Such scheduling shall be carried out over a period of eight (8) consecutive weeks, in the manner set out in Schedule "A".

(b) **Continuous Operating Premium** - Employees working the 12 hour continuous operating schedule will receive a continuous operating premium of 4%, (effective November 29, 1992 5%) payable on their regular pay days, for each hour worked. The premium will be an add-on to the base rates, and will be included in such rates only in the calculation of pay for hours worked, (including overtime hours), and reporting pay.

8.3 Non-Continuous(4/3) Schedule:

Schedule - On the 4/3 schedule when an employee works on the day shift, Friday, Saturday and Sunday will be normal days off. When an employee works the night

shift, Thursday, Friday, Saturday and Sunday will be normal days off. Rotation between days and nights will occur each week. There will be two (2) shifts per day of twelve (12) hours each, except Thursday.

8.4 Continuous Schedule and Non-Continuous (4/3) Schedule:

The following applies to both the Continuous Schedule and the Non-Continuous (4/3) Schedule:

1. **Meal Period -** 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.
2. **Rest Periods -** Employees will be scheduled two twenty (20) minute paid relief periods, one in the first half and one in the second half of the employee's shift.
3. **Daily Overtime-** An employee who works in excess of eleven and one half hours per day 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.
4. **Overtime Premium -** Any hours worked on an employee's scheduled day off shall be paid at one and one-half times the regular rate of the employee.
5. **Scheduling of Overtime:**
 - (a) Scheduled overtime on days off 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.

- (b) 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.
- (c) 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.
- (d) 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 parties as set out above, any discipline for failing

to work the assigned overtime shall be preceded by notice to the employee and shall be made effective no earlier than five (5) working days after notice to the employee of such discipline. The employee may grieve the discipline before it is made effective and any such grievance shall serve to postpone the effective date of the discipline, if any, until the final resolution of the grievance.

- (e) 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.
- (f) 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.

6. Recall Overtime:

- (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, without 36 hours notice, 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.

Notwithstanding the above the Company shall make a reasonable effort to fill crew shortages.

- (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.
- (c) The opportunities to work recall overtime shall be offered to the senior employees working in the job classification.

7. Reporting Pay:

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.

- 8. Back to Back Shifts -** No employees will be allowed to work back to back shifts, except in case of emergency.

8.5 Transfers Between Any Schedules:

The parties recognize that employees may be required to transfer between schedules for purposes of training, relief or "permanent" transfer.

Employee Requested Transfers - Employees who request a change to a different schedule will not be entitled to overtime premium for the first cycle of transfer.

Company Initiated Transfers - Should the Company initiate the transfer (including assignments at other locations):

1. Vacancies for a period of up to a full week/cycle will be covered by promoting an employee on the same crew and/or assigning overtime.

A transferring employee who works one or more schedules in a calendar week shall be paid at overtime rates for all hours worked on any day that would, except for the transfer, have been a designated day off. The provisions of the schedule from which the employee is transferring shall govern in determining overtime eligibility.

Employees "transferred" to a schedule for a period of up to one week/cycle will continue to be covered by the applicable overtime provisions of the schedule from which they transfer. Upon returning, overtime will not apply.

2. Employees on a "new" schedule for a period in excess of one week/cycle shall be deemed to be "permanently" on that cycle and the rules regarding transfer shall apply on return to the original schedule or any other

schedule. Each time transfer is deemed "permanent", the employee affected must review the impact on his/her vacation schedule. (Pay Group 2,3,4 & 5 with their immediate supervisor, and Pay Group 1 with the Human Resources Department).

When a plant or department schedule changes, the impact on an individual's vacation plans will be reviewed. Where it is established financial hardship (e.g. plane or cruise tickets) will occur to an employee as a result of the schedule changes, the Company will cooperate with the employee to arrange an appropriate schedule.

Employees will be required, in advance, to express their interest in changing schedules for Vacation/Absenteeism Relief for periods of greater than one cycle. Employees wishing to change must give two weeks notice.

For all schedules, preference will apply to preference of shift schedule, not preference of department. Transfers will take place as vacancies arise.

8.6 Changes in Starting Times:

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 times.

8.7 Regular 5/2 Schedule:

The applicable provisions contained in the 1981-1984 Collective Agreement between American Can Canada and the United Steelworkers of America will be applicable to those working this schedule, except that any improvements negotiated are deemed to be included.

- e.g. Article 8 - Hours of Work
- Article 9 - Overtime
- Article 10 - Shift Premium
- Article 13 - Vacation
- Article 26 - Jury or Witness Service
- Article 28 - Bereavement Leave

It is understood that any references to payments of eleven and one half hours for any benefits in this current Collective Agreement shall not apply to those working the Regular 5/2 Schedule. The hours/benefits provided in the Articles in the previously referenced expired Collective Agreement shall prevail.

8.8 Schedule Changes:

Where production/operating volumes so require, changes between the Continuous Schedule, Non-

Continuous (4/3) and Regular 5/2 Schedule will be made. As much advanced notice as possible will be given.

8.9 Other Schedules:

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

ARTICLE 9 - SHIFT PREMIUMS

9.1 First Shift

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 Second Shift:

The second shift will be scheduled from 6:00 p.m. to 6:00 a.m. A shift premium of 55 cents per hour will be paid for all hours worked on second shift.

9.3 System of Rotation:

The Company will establish a rotating shift schedule.

ARTICLE 10 - HOLIDAYS

10.1 Recognized Holidays:

New Year's Day
Heritage Day (observed the third Monday in February)
Good Friday
Empire Day
Dominion Day
Civic Holiday (observed the first Monday in August)
Labour Day

Thanksgiving Day
Remembrance Day
Day Before ~~Christmas~~
~~Christmas~~ Day
Boxing Day (Day after ~~Christmas~~)

10.2 Eligibility for Holiday Allowance:

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:

Holiday allowance shall be an equivalent of eleven and one-half (11.5) hours at straight time based on the employee's current straight time rate.

10.4 Work on Holiday:

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.

Should an employee transfer between schedules it will not result in any duplication of pay for the same Holiday.

10.5 Holiday During Vacation Period:

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.

10.6 Holiday Observance on Non-Continuous(4/3) Schedule

Holidays occurring on a **Saturday** or a Sunday will be observed on the following Monday, with no production scheduled for that Monday. Should volumes so require, an additional shift will be scheduled (Thursday/night shift, Friday/day shift) and will be paid at time and one half. When scheduled, the working of such shifts, shall not be optional.

if an employee is not scheduled to work on that Monday designated as the Holiday, he will, nevertheless, receive a Holiday allowance as par Section 10.3.

ARTICLE 11 - VACATION PLAN

11.1 Purpose:

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,

11.2 Eligibility for Vacation:

- (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.

11.3 Amount of Vacation:

An employee who has established vacation eligibility as provided in **11.2:**

- (a) Shall be granted **two (2)** 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)** cycles of vacation pay, whichever is the greater.

Thereafter, during each calendar year an employee continues in employment with the Company, he shall be granted vacation on the following basis:

- (a) Until the employee attains five (5) years of service he shall be granted two (2) 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) cycles of vacation pay, whichever is the greater.
- (b) After attaining five (5) years of service he shall be granted three (3) 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) cycles of vacation pay, whichever is the greater.
- (c) After attaining twelve (12) years of service, (effective January 1, 1992 ten (10) years of service) he shall be granted four (4) 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) cycles of vacation pay, whichever is the greater.
- (d) After attaining twenty (20) years of service he shall be granted five (5) weeks 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.
- (e) After attaining twenty-five (25) years of service he shall be granted six (6) 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.

11.4 Scheduling Vacation!

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 labour dispute. Notwithstanding the above, an employee's vacation can be postponed at any time by mutual agreement.

11.5 Vacation Shut-Down:

The Company reserves the right to shut-down a part of 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.

11.6 Allowance in Lieu of Vacation:

if it becomes necessary because of critical production requirements or other emergency for the Company to request an employee to forego all or part 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.

11.7 Time of Vacation Pay:

- (a) Vacation pay **pertaining** to previously scheduled vacation shall be paid no later than the pay period immediately preceding the pay period in which vacation commences.
- (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.

11.8 Vacation Allowance at Termination:

- (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 lay-off 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 lay-off 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 lay-off limited to the remaining vacation for which he/she is then eligible as provided **in** Section 11.3

11.9 Lost Time:

Hours worked for the purpose of computing average weekly number of vacation hours shall include all hours counted **as** hours worked for Company Service accrual (also see Section 25.2).

11.10 Additional Payment :

Each employee will be paid an additional payment of \$50.00 for each full week of regular vacation at the time he receives his regular vacation pay.

ARTICLE 12 - SENIORITY

12.1 Purpose:

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-wide basis.

12.2 Probationary Period:

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 forty-five (45) 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 Termination of Probationary Employee:

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.

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 as 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) calendar days from the date of the return to work to challenge his seniority date.

12.5 Promotions and Transfers:

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

No individual may "post down" or laterally, (unless, in the case of a lateral posting, they had completed the requirements of a particular training program from which they would be posting).

12.6 Lay-Off:

Seniority, as herein defined, shall apply in the case 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.

- (a) Employees in Mechanic Operator or Mechanic Operator - Trainee classifications may not bump across technologies unless the employee had previously qualified as a Mechanic Operator in the technology into which he wishes to bump.
- (b) Employees in the Mechanic Operator classification may bump across technologies if the displacement from the current Mechanic Operator classification is permanent*, in which case the surplus qualified Mechanic Operator will displace the most junior Mechanic Operator Trainee, in the plant. If there are no such Trainees, the surplus qualified Mechanic Operator will displace the most junior qualified Mechanic Operator, in the plant.
- (c) Employees in Mechanic Operator classifications may not bump into the Quality Assurance Analyst classification unless the displacement is to be permanent*.

*Permanent - When the Company determines there is little likelihood of an imminent recall to the original Mechanic Operator classification, or, the expiry of rate retention rights under Section 7.6, or, the expiry of an extension to the regular rate retention period, as may be granted by the Company.

12.7 Transfer on Lay-off:

When work is not available for an employee classified on one of the skilled 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 Emergency Conditions:

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

12.9 Recall:

Seniority shall apply in the case 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 Break in Seniority:

It shall be considered a seniority break, and the employee's 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) accepts 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 Change of Address:

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 Transfer to Salaried Job:

- (a) An employee who has attained seniority rights 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:

Super-seniority, for the purpose of lay-off 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 Purpose:

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 Maximum Period:

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 Maximum Period:

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

- (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 two (2) years. Not more than two employees from each plant may at any one time be on leave of absence granted under the provision of this sub-section.
- (d) Notwithstanding @.) 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:

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 Notification Requirements:

Local Management will confirm in writing all leaves of absence granted or denied for periods exceeding two (2) weeks and will give copies to the Local Union.

13.6 Failure to Return/Report:

if an employee fails to report for work with five (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.

13.7 Group Insurance Coverage For Those Off on Union Business:

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.

ARTICLE 14 - ADJUSTMENT OF GRIEVANCES

14.1 Committeemen and Stewards:

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 requires 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 times spent during regularly scheduled working hours attending scheduled meetings with management representatives.

14.2 Visits to Other Departments:

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.

14.3 Definition of Grievance:

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.

14.4 Filing of Complaints:

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 three (3) calendar days 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 twelve (12) calendar days of the incident which prompted it, or when reasonably should have become known to the employee or employees affected thereby.

14.5 Grievance Stages:

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 twelve (12) calendar 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 Human Resources. 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 twelve (12) calendar days after the date of the receipt of the written grievance, and will be answered on the grievance form by Management within five (5) calendar days after the date of the meeting. Grievances which are not appealed to the Second Stage within thirty (30) calendar days of the First Stage answer will be considered settled on the basis of the answer given in the First Stage.

Second Stage: Between no more than three (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) calendar days after the grievance has been answered in the First Stage. The Second Stage Meeting will be held within fifteen (15) calendar days after receipt of the Union's request. Management will answer the grievance on the grievance form within five (5) calendar days after the meeting. 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. Grievances which are not appealed to the Third Stage within thirty (30) calendar days of the Second Stage answer will be considered settled on the basis of the answer given in the Second Stage.

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 ~~Head~~ Office. Within thirty (30) calendar 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 eight (8) calendar days after the meeting, and the reply will include a *summary* of the Company's position and the reasons therefore. 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 **sixty** (60) calendar days after receipt of the Company's Third Stage answer. Appeal of a discharge case shall be made within thirty (30) calendar 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 favour of the Union with **an** appropriate remedy, provided written notification **is** received by the Company at least five **(5)** calendar days prior to the Union's intent to invoke the time **limit for** such answer.

14.6 Arbitration:

- (a) Where a difference arises **between the parties** relating to the ~~int~~terpretation, application, or administration of ~~thi~~s 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 Section 14.6 (a) hereof, shall be submitted to a single Arbitrator selected from the foilowing list:
1. Vince Ready
 2. Dalton Larson
 3. Don Munroe
 4. Stephen Kelleher
 5. Colin Taylor
- (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 **passed** 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 Section 14.6(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 the 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.

14.7 Expedited Arbitrations:

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, in sufficient number to ensure the successful operation of this procedure, will be designated by the parties. Their expenses and fees will be borne equally by the parties. The

fees are to be in an amount agreed to by the parties.

2. The procedure shall be as follows:
 - (a) Within thirty (30) calendar days after receipt of the Step 2 answer the Local Union shall assess which grievance shall be referred to Expedited Arbitration, and will so notify the Manager, Human Resources. Should the representatives of the Company deem that the issue does not meet the criteria of Section 14.7.5(a) of this Article, the Local Union may nonetheless request that the issue proceed to Expedited Arbitration for resolution. In this situation, however, the first issue that must be ruled upon by the Arbitrator is whether or not the subject matter is one that meets the criteria of Section 14.7.5(a).

if the Arbitrator concludes that the case is not appropriate for the Expedited Arbitration process, the case shall be referred back to the Union for further determination as at the conclusion of the Second Stage of the grievance stages.
 - (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) calendar 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 designated 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) calendar 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) The Arbitrator shall have the obligations 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.

- (e) 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. These awards will not be cited as a precedent at any discussion of any other grievances at any Stage of the grievance procedure or in subsequent arbitration.
5. (a) 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.
- (b) The arbitrator under this Expedited Arbitration procedure shall have the same **powers** as granted to the Arbitrator under Section 14.6(i) of this Agreement.

- (c) Decisions in Expedited Arbitration shall take ~~into~~ account decisions of previous Arbitration cases between the parties.

14.8 Extension of Time Limits:

The time limits mentioned in Sections 14.4, 14.5 and 14.6 may be extended by mutual agreement.

14.9 Pending Grievances:

Any grievance which has been presented in writing and is in the process of adjustment under the grievance procedure of the preceding Collective 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 grievances 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.

14.10 General Provisions:

The proposals made by each party with respect to changes in the Collective 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 Collective Agreement.

14.11 Death of Grievant:

In the event an employee 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.

14.12 Payment of Settlement or Award:

Any payment required under a final arbitration decision and/or award shall be made within thirty (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 Limits as to Referrals Back to Previous Steps:

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 Disclosure:

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 Time Limits:

If Management fails to hold a meeting within the time limits prescribed in Sections 14.4, 14.5, and 14.6, the grievance may be appealed to the next stage of the procedure, except as modified in Section 14.5.

14.16 Supervisor/Employee Discussions:

It is understood that the procedure outlined in Section 14.4 does not preclude the Supervisor and the Employee from discussing any matter.

14.17 Referrals to Arbitration:

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 Director, Labour Relations, or designate.

14.18 Informal Hearings - Non Precedent

Grievances resolved through Section 14.4 shall be considered resolved without precedent and shall not be used in the discussion of other grievances or arbitration matters.

ARTICLE 15 - SUSPENSIONS AND DISCHARGES

15.1 Purpose:

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.

15.2 Initial Suspension:

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.

15.3 Hearing and Grievance Procedure:

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 held within the six-day suspension period. If he chooses, the employee may be accompanied by a grievance committeeman. At the hearing, the Company will state the offence 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, 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 this decision of the Company, any grievance subsequently filed, and supported by the Local Union, may, (at the Local's discretion), be advanced either directly to Stage Three or to the arbitration stages of the grievance process.

15.4 Suspension of 5 Days or Less:

A suspension of five working days or less may be taken up as a grievance provided such grievance is 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 are to be arbitrated, they shall be arbitrated in the Expedited Arbitration Procedure unless the appropriate representatives of the parties determine, as set forth in Section 14.7 of the Expedited Arbitration Procedure, that such grievances should be arbitrated in the regular arbitration procedure; provided,

however, that where grievances concerning any discipline involving concerted activity or multiple grievances arising from the same event are to be arbitrated, they shall be arbitrated in the regular arbitration procedure.

15.5 Justice and Dignity:

An employee whom the Company suspends or discharges or whom it contends has lost his/her seniority under Sections 12.10, 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 or concerted refusal to perform their assigned work.

The Justice and Dignity procedure shall be applicable for suspensions, discharges, 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 work station
- (f) Leaving the premises without permission
- (g) An employee deemed to have quit pursuant to the seniority provisions of the Collective Agreement.
- (h) Possession, without the use of, alcohol

As long as a grievance has been properly filed 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.

If, after being retained at employment pursuant to the Justice and Dignity provisions, an employee becomes otherwise subject to discipline which is also within the jurisdiction of Justice and Dignity, all protection under the Justice and Dignity provision shall be immediately revoked.

Where an employee is released from work for the balance of the shift, day or part thereof, with instructions to report for work the next work day, this incident shall not be considered a suspension for purposes of Justice and Dignity.

Employees are expected to obey Management's orders and grieve any dispute over such orders.

Persons who refuse assignments (except e.g. Sections 8.4(5)(d) and 16.9), are excluded from the Justice and Dignity provisions.

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 Company's Director, Labour Relations mutually agree otherwise. If the Arbitrator upholds the suspension or discharge or break in service under Sections 12.10, 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 terminations are examples and are not intended to be all-inclusive but indicate how the various types of issues will be handled.

15.6 Reinstatement:

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.

15.7 Notification:

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

15.8 Discipline Records:

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 personal 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 - HEALTH AND SAFETY

16.1 Objective and Obligation of the Parties:

It shall be the objective of the health and safety 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.

16.2 Joint Health and Safety Committee:

A joint Health and Safety Committee shall be established in the plant, the number of members to be agreed upon locally. Union members of the committee shall be selected by the Local Union President. Selection of more than one employee from a department is subject to the approval of local Management. This committee will act in an advisory capacity and to the extent practical, it will be guided by the principles of the seven-point program given below:

1. Make immediate and detailed investigation of each accident to determine fundamental causes.
2. Develop data to indicate accident sources and injury rates.
3. inspect the plant monthly to detect hazardous physical conditions or unsafe work methods.
4. Recommend changes or additions to protective equipment or devices for the elimination of hazards.
5. Promotesafety forcommittee members and workers.
6. Participate in advertising safety and in selling the safetyprogram to the workersthroughdepartment meetings.
7. Conduct regularly scheduled meetings for the sole purpose of discussing accident prevention and developing suitable corrective measures.

At the third monthly meeting in each calendar quarter the Health and Safety Committee shall make a review and evaluation of the preceding quarter's activities. The Union Staff Representative servicing the Local Union and Company office representatives may attend and participate in this meeting. Advance notification shall be given to Management of the Staff Representative's intention to attend a quarterly review meeting.

Regularly scheduled committee meetings shall be held at least once a month during working hours, and without loss of pay for employees who attend such

meetings during their regularly scheduled working hours. The Company shall provide the Safety Committee with a copy of the meeting minutes.

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

16.3 Safety Orientation:

All newly hired employees shall be given a thorough orientation by the Company of the Health and Safety Program.

The newly hired employee shall be trained and instructed, in the area in which assigned work, on all health and safety procedures related to his job and his safety responsibility to himself and fellow workers.

When changed circumstances so require, employees shall be similarly instructed on all job procedures affecting their health and safety.

16.4 First Aid:

First aid facilities and a registered nurse or a qualified first-aid attendant who is a salaried employee of the Company shall be provided by the Company to the extent necessary to provide adequate first aid for all employees. The Company shall provide adequate transportation to and from the hospital for the injured employee on the day of the injury.

Should a qualified hourly employee be assigned as an Industrial First Aid Attendant a premium of \$.45 per

hour will be paid. This premium will only be paid for shifts assigned by local Management. An employee who is assigned for part of a shift will be paid the premium for the entire shift. No rate retention practices will apply.

16.5 Protective Devices:

Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury or illness shall be provided by the Company in accordance with practices now prevailing. Provisions will be made by the Company for the cleaning and maintenance of personal protective equipment.

The Company shall subsidize the cost of safety shoes in the amount of \$35.00 (\$50.00 effective November 1992, \$55.00 effective November 1993 and \$60.00 effective November 1994), per employee. Receipts are not required.

It will be mandatory that safety shoes be worn at all times by all employees.

The Company recognizes the desirability of discussing significant intended improvements in safety programs with the Health and Safety Committee in advance of their implementation.

16.6 Medical Examinations:

In the interest of employee health and safety, employees will take medical examinations provided by the Company at no expense to employees:

1. Following absences due to serious illness or injury.

2. Following layoffs or leaves of absence exceeding three months.

In lieu of the above examinations provided by the Company, the employee will have the option of submitting a certificate from the employee's doctor, certifying that the employee is capable of performing his job, or any other job to which he may be entitled under the seniority provisions of the Agreement without endangering the health and safety of others, which certificate shall be subject to acceptance by the Company doctor. All expense in connection with the examination of an employee by his own doctor will be borne by the employee.

Employees will not lose any wages from the Company due to time required for such examinations when performed by the Company doctor.

If any difference shall arise between the Company and any employee as to whether such employee is capable of performing his job, or any other job to which he may be entitled under the seniority provisions of the Agreement, without endangering the health and safety of himself or others, such difference shall 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, or any other job to which he may be entitled under the seniority provisions of the Agreement, without endangering the health and safety of others, 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 B.C. 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 B.C. Medical Association. If for any reason all such physicians cannot or decline to serve as the impartial physician, the Company and Union shall request from the B.C. Medical Association such additional lists as are necessary.

In view of this procedure for adjusting differences under this section 16.6 it is understood that the provisions of Article 14 of the collective Agreement shall not apply to this Section 16.6. The reinstatement and back pay provisions of Section 15.5 shall, however, apply.

16.7 Working Alone:

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

16.8 Pay for Day of Injury - Subsequent Treatment:

An employee who suffers an occupational accident during working hours and is sent home by the plant nurse or doctor for the balance of the day shall be paid for all of the hours such employee was scheduled to work that day, including hours which might have been in excess of the regular eleven and one half-hour day. Payment shall be made for all hours at the applicable straight-time or overtime rate. When the injured employee returns to work and it is medically determined by the Company that subsequent treatment is required, and such treatment takes place during employee's regular shift, he shall suffer no loss of pay.

16.9 Unsafe or Unhealthy Conditions:

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

1. File a grievance in the First Stage of the grievance procedure for preferred handling in such procedure and arbitration: or
2. Notify his supervisor of such condition, which the supervisor shall investigate immediately. if the existence of such unsafe or unhealthy condition is disputed by the supervisor, a Union

representative or his designee and the plant manager or his designee shall be notified immediately and they shall investigate the condition and determine whether or not it is unsafe or unhealthy if the issue is not resolved, the employee shall have the right to present a grievance in the Second Stage of grievance procedure. Health and Safety grievances shall be handled as expeditiously as possible

16.10 Accident Control Reports:

The Health and Safety Committee will be furnished a copy of the Company's accident control report in order to assist in meeting the objectives and obligations of the parties as intended in this Health and Safety Program.

16.11 Safety Inspection:

During an inspection made by a provincial official, the representative authorized by the employees shall not suffer loss of pay for time spent on the inspection during his regular scheduled shift.

16.12 Solvent Labelling:

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

16.13 Toxic Exposures:

When an employee is temporarily reassigned to another department, or to another job classification in a different area in the same department as a result of the medical department's determination that his exposure to

a toxic substance calls for such temporary reassignment, he shall receive, for hours worked, his regular rate of pay, or the pay of the job classification or job classifications to which he is assigned, whichever is higher, for a period of thirty (30) days following reassignment, or upon his return to his former department, whichever is sooner. The local parties may mutually agree to extension of the rate retention period.

16.14 Process Hazards:

To provide a safe and healthy work environment for the Company's employees, the following procedure is established.

Whenever the Local Union co-chairman of the Health and Safety Committee, alleges the possibility of a significant health or safety hazard with respect to a particular process, the shall, to the extent reasonable and practicable, furnish to the Local Union co-chairman investigative results which are consistent with good industrial hygiene practices. Such investigation results where applicable will include:

- (a) A written description of the process, including standard operating procedures for affected employees, safety and health precautions, and maintenance procedures.
- (b) A list of all materials used in the process by chemical names including approximate percentages of the ingredients.
- (c) The results of all toxicological or epidemiological investigations relating to the process in question

in the Company's possession, whether or not the investigations were originally undertaken by the Company

- (d) The results of air sampling undertaken by the Company, or in the Company's possession, for materials used in or generated by the process. The results shall include dates, times, calculated or measured concentrations, sampling calibrations, and analytical protocols.
- (e) The results of all sound levels, radiation, or heat stress surveys, where these are the hazards alleged. The results shall include dates, times, calculated or measured concentrations; sampling calibrations, and analytical protocols.
- (f) A description of all industrial hygiene controls, including types of control, test results and maintenance procedures; equipment specifications, exhaust volume for local exhaust hoods; W.C.B. certification numbers where appropriate, and description of respiration program, if used
- (g) Any reports in the Company's possession on health or safety hazards associated with the process, including those prepared by government agencies, insurance carriers, consultants and the Company itself.
- (h) At any employee's written request, the Company will advise any physician in its employ to make

available that employee's medical records to a physician **designated** by **the employee**.

This procedure is intended to apply only in those cases where the requesting party has a good faith belief that a hazard may exist. Requests for information concerning safety and health matters will be provided, whenever possible, at the local level.

In the event that a request or a problem relating to the subject covered by the Collective Agreement cannot be resolved through discussion at the local plant level, a grievance at the Second Stage may be initiated by the Local Union. It is understood, however, that such a grievance cannot be processed to arbitration without first being referred to the Company's Director, Labour Relations and the Union **Staff** Representative, who will then meet in an effort to resolve the disagreement before the grievance is processed to the arbitration step of the grievance procedure.

ARTICLE 17 - BULLETIN BOARDS

17.1 Purpose:

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 authority of officially designated representatives of the Union.

ARTICLE 18 - EFFECT OF LEGISLATION

18.1 Legislated Changes:

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 provisions shall thereupon be inoperative and the Company and the Union will, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by applicable federal or provincial laws.

Should any provision in this Agreement require cancellation or modification as provided by the above it is understood that no other provision of this Agreement shall be invalidated thereby

ARTICLE 19 - TRAINING

19.1 Purpose:

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 Selection Criteria - M/O Trainees:

- (a) Applicants for Mechanical 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 5,000 hour Training Program.

The following rules and administrative practices will apply:

For Those Who Enter The
Program After 12/01/88

Training Period

a) <u>Effective December 1/91</u>	
start	17.13
After 1,000 hours	17.82
After 5,000 hours	18.43
b) <u>Effective November 29/92</u>	
Start	17.28
After 1,000 hours	17.97
After 5,000 hours	18.58
c) <u>Effective November 28/93</u>	
Start	17.41
After 1,000 hours	18.10
After 5,000 hours	18.71

The above rates are subject to the addition of the "add-ons" specified in Sections 7.1(d).

The parties recognize that changes to the training system may arise that require the parties to either: modify the hours specified above; or to address the continued appropriateness of rate progression **tied** solely to hours. The parties agree to jointly review and agree upon any such modifications required.

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

19.3 Training Probationary Period:

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.

19.4 Joint Training Committee:

A Joint Training Committee shall be established 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 Cost of Plan:

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 above mentioned plans.

ARTICLE 21 - PENSION PLAN

21.1 Reference to Plan Text:

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 Permanent Closure:

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 lay-off status under Section 22.2, or transfer to another plant of the Company, will, except as provided in Section 22.4, receive a single severance payment determined as follows:

Completed Years of Service as of Last Day Worked	Amount of Severance Payment
2 - 14	\$160.00 / year of service
15	\$200.00 / " " "
16	\$215.00 / " " "
17	\$225.00 / " " "
18	\$240.00 / " " "
19	\$250.00 / " " "
20+	\$285.00 / " " " *

* to a maximum of \$8,500.00

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

Payment of any amounts owing shall not pyramid with or be in addition to any legislated severance payment requirements that may be due, or become due as a result of future legislated changes.

22.2 Election:

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, lay-off.

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 lay-off, if later.

When Weekly Benefits are paid to an employee on lay-off 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 Section 22.2 shall forfeit his eligibility for severance pay.

22.3 Payment in the Event of Death:

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 Section 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 Impact of Pension Plan Provisions:

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 Purpose:

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 Impact on Hours Accumulated

Towards Overtime:

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 Impact on Holiday Allowance:

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 Purpose:

The purpose of this Bereavement Leave is to reimburse active employees for wage loss in the event of death in the immediate family. An employee will be reimbursed (subject to Section 24.2 below) for a period of three (3) consecutive days on which the employee would have otherwise worked.

24.2 Payment:

Such reimbursement will be paid at the employee's regular straight time rate for a period not to exceed eleven and one-half 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 Defined:

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 Attendance at Funeral Required:

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 Purpose:

The following form part of this Collective Agreement:

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

25.2 Company Service:

Within thirty (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 Section 24.6 through 24.12 of the 1981-1984 Agreement. The employee's previously accumulated accredited and subsequent continuous service will be the employee's service for vacation, pension, S.U.B. Plan and Group Insurance benefits purposes.

25.3 Employee Assistance Program:

The Company and the Union will cooperate in the administration of the joint Employee Assistance Program.

25.4 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 Section 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 or subsequent Agreements.

25.5 Continuous Operating Schedules:

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 Schedules pursuant to Continuous Operations Schedules.

25.6 Employee Incapacitation:

In the case of employees who are partially incapacitated due to illness, accident or age, the Company will make every attempt 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 such placement will adversely affect the seniority of any other employee, this matter will be discussed between the Company and the Union before assignment to such work is made.

25.7 New Employee Orientation:

The parties recognize the mutual desirability of establishing a coordinated program of orientation for new employees in the course of pre-employment

processing.

The Union will be provided with a period of not less than two hours for purposes of participating in a general orientation of new employees. The content and timing of the Union portion of the agenda will be coordinated with the portion developed and presented by the Company. All material, papers, texts, visual aids and other educational informational aids for the Union orientation program will be furnished by the Union at its own expense.

25.8 Savings Plan

The Company will arrange a direct deposit to the VanCity Credit Union, on behalf of those employees who choose to participate in the Steelworkers District 3 Savings Plan.

The Company's cooperation in this Plan is limited to the deposit as described in the preceding paragraph.

Participating employees will advise the Company of their Transit and Account Numbers.

25.9 Humanity Fund

The Company agrees to deduct the amount of forty cents (\$.40) per week from the wages of all employees in the bargaining unit and to pay such amounts deducted to the Union's Humanity Fund, monthly.

An employee may discontinue his participation by notifying the Company in writing.

25.10 Pay for Meetings

The Company will pay members of the Health and Safety and Training Committees to attend meetings

7

scheduled by the Company. Additionally, Local Union representatives in attendance at Company scheduled Labour/ Management meetings or other specially Company convened meetings will also be paid. Payment will be at straight time and for hours spent in actual meetings with the Company.

ARTICLE 26 - TERM OF THIS AGREEMENT

26.1 Term:

This Agreement shall be for the period from and including December 1, 1991 to and including December 3, 1994, 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 December 3, 1994, 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 Continuance of Terms:

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 Company 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 Exclusions:

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

26.4 Group Insurance Plan Continuance Provisions:

Notwithstanding any other provisions of this Agreement, Article 20, Group Insurance Plan, shall remain in effect until and including January 31, 1995, except for Weekly Sickness and Accident Benefits which coverage **shall** expire on December 3, 1994.

IN WITNESS WHEREOF the parties have executed this Agreement this 24th day September 1992.

UNITED STEELWORKERS OF AMERICA

Robert Edwards
K. G. Jones
Joe Jones
[Signature]
[Signature]
Steve Jones

BALL PACKAGING PRODUCTS
CANADA INC.

Robert Jones 9/21/92
[Signature]
Karen Vanderpost
David W. Colley

SCHEDULE "A"

CONTINUOUS OPERATIONS

"4-4" SHIFT SCHEDULE

Week	Sun	Mon	Tue	Wed	Thu	Fri	Sat
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 rate of pay.



Packaging Products Canada, Inc.
1700 St. Rose, Richmond, British Columbia, Canada V6V 4K9 (604) 270-2621 Fax No. (604) 270-0177

August 21, 1991.

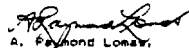
Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of America
District 2,
101-7820 Edmonds Street,
Burnaby, B.C.
V3N 1B8

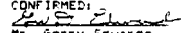
Dear Gerry,

RE: LETTER OF UNDERSTANDING # 1-2)
INTER-PLANT TRANSFERS

Notwithstanding the absence in this Agreement of I.P.J.O. language as that language appeared in the 1961-1964 "Basic" Agreement, for the duration of this Agreement, employees may seek to fill PM jobs at other Canadian U.S.W.A. represented plants as provided by pages 134 through 143 of the previously mentioned "Basic" Agreement.

Yours very truly,


A. Raymond Lomas,
Director, Labour Relations
Ball Packaging Products Canada Inc.

CONFIRMED:

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of
America.



Packaging Products Canada, Inc.
1702 W. Road Burnaby British Columbia Canada V5B 1W3 (604) 273 2621 Fax No: (604) 276 3177

August 21, 1991.

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of America
District 3,
101-7820 Edmonds Street,
Burnaby, B.C.
V3N 1B6

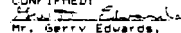
Dear Gerry,

PE: LETTER OF UNDERSTANDING # 2-91
BACK PAY SETTLEMENTS

This is to confirm our understanding that there shall be no deduction from back pay awards or settlements under provisions, 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 Insurance for back pay awards or settlement, it shall remain in effect.

Yours very truly,


A. Raymond Lomas,
Director, Labour Relations
Bell Packaging Products Canada Inc.

CONFIRMED:

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of
America.



Packaging Products Canada, Inc.
1100 88 Road Richmond, British Columbia, Canada V6V 1W3 (604) 273-2671 Fax No: (604) 273-2100

August 21, 1991.

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of America
District 3,
101-7820 Edmonds Street,
Burnaby, B.C.
V3N 1B8

Dear Gerry,


RE: LETTER OF UNDERSTANDING # 3-91
SUPPLEMENTARY UNEMPLOYMENT BENEFITS PLAN

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

1. The guaranteed S.U.B. Benefit coverage for employees with 10 or more years of service is 104 weeks. An additional 156 weeks of coverage is to be available - provided funding exists in the Plan for these additional weeks.
2. The parties agree to finalize efforts to "Canadianize" the S.U.B. plan language. This rewording of the Plan is not intended to decrease or increase the S.U.B. Benefits which are provided for employees.

Yours very truly,


A. Raymond Lomas,
Director, Labour Relations
Ball Packaging Products Canada Inc.

CONFIRMED:

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of
America.



Packaging Products Canada, Inc.
100 PE Road Richmond British Columbia Canada V6V 1W2 (604) 273-2621 Fax No: (604) 270-2111

August 21, 1991.

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of America
District 3,
101-7820 Edmonds Street,
Burnaby, B.C.
V3N 1B8

Dear Gerry,

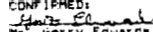
PE: LETTER OF UNDERSTANDING # 4-91
RULE OF 70/75

This will confirm the understanding reached at our 1991 negotiations that attempts are to be made to incorporate the intent of the previous Letter of Understanding # 25 from the 1985-1988 Collective Agreement, into the Pension Plan text.

Should this not prove feasible or workable, the intent of the aforementioned previous Letter of Understanding # 25 is to be deemed incorporated into this Letter of Understanding # 4.

Yours very truly,


A. Raymond Lomas,
Director, Labour Relations
Ball Packaging Products Canada Inc.

CONFIRMED:

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of
America.



Packaging Products Canada, Inc.
100 St Road Richmond British Columbia, Canada V6V 1W9 (604) 273-2221 FAX: (604) 273-2221

August 21, 1991.

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of America
District 2,
101-7820 Edmonds Street,
Burnaby, B.C.
V3N 1B8

Dear Gerry,

RE: LETTER OF UNDERSTANDING # E-91
EMPLOYEE ASSISTANCE PROGRAM

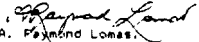
There are currently two referral representatives who are members of Local 2821.

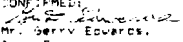
It is agreed that two additional referral representatives will be appointed/elected by the Local Union.

Since the Union assumed financial responsibility for the training of the initial two referral representatives, the Company agrees to pay for the training of the additional two representatives. Such training costs will be limited to two (2) days straight time pay per member.

Should there be turnover in referral representatives, future training costs for their replacements will be borne equally by the Company and the Union.

Yours very truly,


A. Raymond Lomas,
Director, Labour Relations
Ball Packaging Products Canada Inc.

CONFIRMED:

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of
America.



Packaging Products Canada, Inc.
100 McLeod Road Richmond Brist Columbia Canada V6V 1W2 (604) 273-2621 Fax: (604) 273-2111

August 21, 1991.

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of America
District 3,
101-7820 Edmonds Street,
Burnaby, B.C.
V3N 1B8

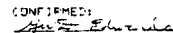
Dear Gerry,

FE: LETTER OF UNDERSTANDING # 6-91
PAYROLL ERRORS

This will confirm that during our 1991 negotiations it was agreed that where payroll errors occur, which would result in an employee being short paid by six (6) hours or more, the employee will receive a manual adjustment.

Yours very truly,


R. Raymond Lomas,
Director, Labour Relations
Ball Packaging Products Canada Inc.

CONFIRMED:

Mr. Gerry Edwards,
Area Supervisor,
United Steelworkers of
America.



Packaging Products Canada, Inc.
700 46 Road Richmond B.C. Canada V6V 1G5 (604) 273-2527 FAX: (604) 273-1111

August 20, 1991

Mr. Gerry Edwards,
Area Supervisor, United Steelworkers of America
District 2
#101-7820 Edmonds Street,
Burnaby, B.C.
V5N 1M8

Dear Gerry,

RE: LETTER OF UNDERSTANDING # 7-91

PROCEDURE TO BE FOLLOWED IN THE EVENT OF THE DISCONTINUANCE
OF A TECHNOLOGY, OR, THE PERMANENT DISCONTINUANCE OF PART
OF A TECHNOLOGY DUE TO TECHNOLOGICAL CHANGE.

The following employees entered Training Programmes prior to more senior employees entering Training Programmes in other technologies. In the event of the discontinuance of the named employee's respective technologies, or, the permanent discontinuance of part of the technology, due to technological change, they will be retained in a Mechanical Operator Trainee position provided:

- a) There are Trainees in other technologies who entered their own Training Programme after the named employees.
- b) The named employees had not previously "flipped out" from a different technology, in which case he would not be eligible to return to that technology.

D. Dorland	Press
G. Davie	welded
D. Matonovich	Press
B. Rizuto	U & I
B. Revnicis	U & I
C. Staiman	U & I
T. Wassenaar	U & I
J. Standrino	U & I
M. Rosner	Press



- 2 -

Additionally, until December 1, 1991 a Mechanic Operator Trainee can bump a qualified Mechanic Operator in another technology, provided:

- a) There is a discontinuance of the Trainee's technology or a permanent discontinuance of part of his technology due to technological change, and
- b) The Trainee has greater seniority than the Mechanic Operator being bumped and
- c) The Trainee commenced his Training Programme prior to the date the Mechanic Operator being bumped commenced his Training Programme.

Yours very truly,

A handwritten signature in cursive script that reads "A. Raymond Lomas".

A. Raymond Lomas,
Director, Labour Relations.

98/