

COLLECTIVE AGREEMENT

between

BALL PACKAGING PRODUCTS CANADA CORP.

and

UNITED FOOD & COMMERCIAL WORKERS' UNION, INC.

CLC, AFL-CIO-LOCAL 175

Effective December 1, 2003

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## INDEX

	<u>PAGE</u>
Article 1 Preamble	1
Article 2 Recognition	1
Article 3 Union Security	1
Article 4 Deduction of Union Fees	2
Article 5 No Discrimination	3
Article 6 Relationship	3
Article 7 Management Rights	3
Article 8 Seniority	4
Article 9 Training	7
Article 10 Health and Safety	8
Article 11 Bulletin Board	9
Article 12 Plant Committee	9
Article 13 Adjustment of Grievances	10
Article 14 Arbitration	11
Article 15 No Strikes-No Lockouts	12
Article 16 Warning or Suspension	12
Article 17 Leave of Absence	12
Article 18 Jury Service	13
Article 19 Hours of Work & Overtime	13
Article 20 Shift Premiums	15
Article 21 Holidays	17

## INDEX

	<u>PAGE</u>
Article 22 Vacations	18
Article 23 Health Care Benefits	20
Article 24 Wages	22
Article 25 Bereavement Leave	23
Article 26 Legislative Changes	23
Article 27 Dental Plan	24
Article 28 Pension Plan	24
Article 29 Union Training and Education Fund	25
Article 30 Duration	26
Appendix "A" Classifications & Standard Hourly Wage Rates	27
Schedule "A" Continuous Operations "4-4" Shift Schedule	28
Schedule "B" "5-2" Shift Schedule	29
Appendix "B" Summer Students	31
Letter #1 2003 Negotiation Letters	32
Letter #2 Notice of Plant Closure	33
Letter #3 Group RRSP Agreement	34
Letter #4 Hourly Vacation Guidelines	36

COLLECTIVE AGREEMENT BETWEEN  
BALL PACKAGING PRODUCTS CANADA CORP.

and

UNITED FOOD & COMMERCIAL WORKERS' UNION  
CLC, AFL-CIO-LOCAL 175

ARTICLE 1 – PREAMBLE

1.01 It is the intent and purpose of the parties hereto, that this Agreement will promote a sound and harmonious relationship, by providing an orderly procedure for the prompt disposition of grievances, in order to avoid any interruption of work or interference with the efficient operation of the Company's business. Also by setting forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agency for all its employees at Whitby, Ontario, save **and** except supervisors, persons above the rank of supervisor, office and sales staff.

2.02 The Company agrees that supervisory personnel will not perform bargaining unit work so as to displace bargaining unit employees. Nothing herein shall prevent supervisory personnel from performing bargaining unit work; a), on an occasional basis, b), in emergencies, and, c), during periods of instruction and training.

2.03 Sub-contractors will not perform work normally performed by bargaining unit employees which would cause the lay-off of bargaining unit employees or prevent the recall of bargaining unit employees currently on lay-off.

The Company will provide notice to the Union of major projects to be contracted and shall review such major projects with the Plant Chairperson and Vice-Chairperson.

ARTICLE 3 - UNION SECURITY

3.01 All employees of the Company within the bargaining unit, shall, as a condition of employment, become and remain members of the Union in good standing, for the duration of this Agreement.

#### ARTICLE 4 - DEDUCTION OF UNION FEES

4.01 The Company agrees to deduct from each employee in the bargaining unit the amount of Union dues and Initiation Fees as are authorized by the constitution and by-laws of the Local Union. The Union will advise the Company as to the amount to deduct.

4.02 Deduction of Union dues and fees shall be made weekly, beginning with the employee's first pay, and shall be remitted to the Union monthly, together with a list of employees from whom deducted, showing the date of hire, if a new hire, the address of the employee and any changes as they occur. The information provided shall be on a standard spreadsheet in a software program acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and the Company will provide the following current information:

- 1) S.I.N.
- 2) Employee number if applicable.
- 3) Full name (last, first and initials).
- 4) Full address, including city and postal code.
- 5) Telephone number (including area code),
- 6) Date of hire.
- 7) Rate of pay.
- 8) Classification.
- 9) Full time or Part time designation.
- 10) Union Dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
- 11) Total Dues deducted.
- 12) Back Dues owing.
- 13) Vacation Pay breakdown of Dues/Dues owing.
- 14) Initiation Fees deducted.
- 15) Total Initiation Fees deducted.

The list will be supplied either by e-mail to ([remit@UFCW175.com](mailto:remit@UFCW175.com)) or on computer diskette with a hard copy sent with the cheque.

4.03 Union dues deductions, deducted from the employee's pay, shall be included on the T-4 Income Tax forms as provided by the Company.

4.04 The Union shall indemnify and save harmless the Company, its agents, and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action arising out of or in any way connected with the collection, or attempted collection, custody of and/or accounting of such dues.

## ARTICLE 5 - NO DISCRIMINATION

5.01 The parties agree that there will be no discrimination against any employee because of age, race, creed, colour, sex, national origin, political activity, union activity or lack of union activity.

5.02 The parties agree that harassment of any kind, such as verbal, sexual, or physical harassment will not be tolerated.

## ARTICLE 6 - RELATIONSHIP

6.01 a) It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company, without the permission of the Plant Manager or his designee.

b) The authorized Union Staff Representative shall be given access to the plant providing prior notice is given and permission granted. A Company employee shall accompany the Representative at all times in all operating areas. Should the Representative require to meet with an employee, or employees, as provided in 6.01(a), he shall be given access to a suitable location within the plant for such meeting.

6.02 The employees, through the Union, accept the principle of a fair day's work for a fair day's pay, and agree to cooperate with the Company in an effort to avoid absenteeism, eliminate waste in production, conserve materials and supplies, improve the quality of workmanship and prevent accidents.

## ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union recognizes and acknowledges that the management of the plant and the direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

a) maintain order and efficiency;

b) hire, promote, demote, classify, transfer, rehire, discipline or discharge any employee for just cause;

c) make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees; however, such rules and regulations shall not be put into force until the Union has had an opportunity to make representations as to the reasonableness of such rules and regulations;

d) determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, hours of work, shift schedules, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives of the Company.

7.02 If in exercising these rights or responsibilities, the Company breaches the terms of this Agreement, the grievance provisions shall apply.

## ARTICLE 8 - SENIORITY

8.01 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 time spent in the bargaining unit while giving full consideration to efficient plant operation. Seniority, as referred to in this Agreement, shall mean length of time spent in the bargaining unit not interrupted by any seniority break or freeze (Article 17.05) and shall be on a plant wide basis.

8.02 Each employee shall be a probationary employee and shall not attain seniority status until the completion of a minimum of seventy (70) days worked for the Company.

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

8.03 a) Notwithstanding any other provision of this Agreement, the employment of a probationary employee may be terminated for any reason 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. A terminated probationary employee will, however, be given the opportunity to confer with his/her steward before leaving the Company premises.

b) The Company may discharge probationary employees for reasons less serious than seniority employees, including, without limitation, performance deemed inadequate by management or failure to work in cooperation with fellow employees and/or supervisors and management staff.

8.04 Seniority lists will be posted as soon as possible after the signing date of this Agreement, and every three 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.

8.05 Promotions shall be made on the basis of a), ability and b), seniority. When the ability of the candidates is equal, then seniority shall be the governing factor. After a temporary job exceeds thirty (30) consecutive working days, the position will be posted and filled in the normal manner. This shall also apply to the selection of employees who have successfully completed required Company prescribed tests and wish to enter a Training Programme. Promotional opportunities in the job classification industrial truck operator and above will be posted.

a) A Production Associate may be moved up to fill a Q.A. or Operator/Mechanic position on a temporary basis, only after all fully qualified employees have been offered the opportunity.

The following conditions will apply:

- 1) Temporary assignment to Operator/Mechanic will be awarded first to Production Associates from the crew with a "back-up" Q.A. designation and second to Production Associates from the crew by seniority.
- 2) The employee will receive the appropriate Q.A. or Operator/Mechanic Trainee rate of pay.
- 3) Production Associates assigned as Operator/Mechanic on a temporary basis may be assigned to the beader, line 2 sprayer area, and second pass area.
- 4) There will be no credit earned toward qualification in the respective position.

b) I.T.O. & Q.A. Back-up Positions

When I.T.O. and Quality Assurance training opportunities arise, they will be posted and identified as such. The language of Article 8.05 will then prevail. After training, the employee will be "cut back" to the pre-training classification.

(S)He will subsequently be brought back up into the "trained" position either through the regular posting procedure, or, on a "back-up" basis. In the case of "back-up" (s)he will return to the former classification when the regular employee returns.

The employee will be promoted on a "back-up" basis as detailed in the "Guidelines For Use of Back-up Personnel". Guideline changes will be mutually agreed upon between the parties as required.

8.06 Seniority, as herein defined, shall apply in the case of lay-off resulting from a reduction of the work force. Employees with the least seniority shall be laid off first and senior employees retained, provided however, the senior employees retained have the necessary ability to perform the normal requirements of the job.

8.07 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.

The definition of "necessary ability to perform the normal requirements of the job" as it applies to lay-off or recall in 8.06 and 8.07 shall mean:

a) In the case of Trades jobs required in the plant operation, possession of a valid certificate applying to the trade.

b) In the case of the Operator/Mechanic and Industrial Truck Operator classifications, possession of a valid Company approved training certificate.



c) In the case of the Quality Auditor classification, successful completion of required Company prescribed tests and Training Programme.

d) In the case of jobs other than a), b) and c) above, the ability to perform the normal requirements of the job with a maximum of two (2) days training.

Notwithstanding b) above, Trainee Operator/Mechanics who are cut-back whilst in training will be recalled to the Training Programme in seniority order, and as vacancies for Trainees reoccur.

8.08 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) The employee voluntarily quits employment with the Company;

b) The employee is discharged and is not reinstated through the Grievance Procedure or Arbitration.

c) The employee is laid off for 12 months (if the employee has less than 12 months seniority) or for 36 months (if the employee has more than 12 months seniority).

d) The employee fails to report for work for three (3) consecutive working days without giving a reason satisfactory to the Company for not reporting.

e) The employee, while on lay-off, and not employed elsewhere, fails to report on his/her next scheduled work day following receipt of a registered letter sent to his/her last known address on the Company files, unless the employee gives a reason satisfactory to the Company for not reporting.

f) The employee fails to report for work following an authorized leave of absence unless he/she obtains an extension of the leave of absence or is able to give a reason satisfactory to the Company.

g) The employee 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.

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

8.10 Any employee's reinstatement after sick leave will be conditional on the employee supplying, when requested, at the Company's expense, a certificate from a physician that the employee is fully recovered from the sickness that caused the absence.

## ARTICLE 9 - TRAINING

9.01 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. The Company will determine necessary training to be provided on new equipment brought into the plant after discussions with the Plant Chairperson and Vice-Chairperson.

9.02 The Company subscribes to the principles of promotion from within its own organization and to the extent that it is practical and feasible, the Company will train its own employees below the Trades level in accordance with the established training programmes.

9.03 Trainee Line Operator/Mechanics will have their progress in the Training Programme reviewed at the end of each five cycle period. Such review will be in writing and a copy given to the Trainee and the Union.

9.04 All Trainees shall be subject to a tryout or probationary period during the programme, as defined in the training programme. During this period, the Trainee may withdraw from the programme or the Company may remove the Trainee from the programme and no grievance shall be filed as a result of such removal.

An employee withdrawing from, or being removed from a programme shall be returned to that employee's former classification, should his/her seniority permit.

9.05 All hours worked by a Trainee, in the classification in which he is in training, will be counted towards completion of the programme.

9.06 Mechanic/Operator

In order to enter this Training Programme an employee will be required to pass both a mechanical aptitude test and a "hands on" mechanical dexterity test.

Probationary Period - All trainees shall be subject to a probationary period of 2160 hours. Required ability in each area must be demonstrated.

A minimum of 4 cycles will be spent in each of the following areas:

- wall ironers/cupper
- decorator/coater
- sprayers, lines 1&3

Post Probationary Period - Following the probationary period there will be an additional 720 hours of on-the-job training. Such on-the-job training will include a minimum of 4 cycles in each of the following areas:

- necker, necker flanger/light testers
- beader, flanger, line 2 sprayers.

Additionally, classroom training with a qualified instructor will be undertaken.

9.07 The Company will develop and maintain a matrix to track training of Line Operator/Mechanics and will review the matrix with the Plant Chairperson and Vice-Chairperson semi-annually. Employees in the Trades classifications will be given the opportunity to train on new equipment brought into the plant.

#### ARTICLE 10 - HEALTH AND SAFETY

10.01 In the interests of maintaining high standards of health and safety, it is mutually agreed that the parties to this Agreement will cooperate to the fullest extent toward the prevention of accidents and the promotion of employee health and safety. Further, the Company agrees that, as a minimum standard, it will comply with the applicable Provincial legislation for the protection of workers health and safety.

10.02 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 in the plant.

10.03 As far as reasonably practical, the Company shall install, maintain in good condition and operate adequate heating and ventilation systems.

10.04 The Company will recognize one Union Safety Representative per crew. Two of these Representatives will be the two Union members on the Joint Health and Safety Committee referred to in Section 10.05.

10.05 The Company and the Union agree to appoint a Joint Health and Safety Committee comprised of at least four members (the Company and the Union being equally represented), two Union and two Company. This Committee shall represent the parties in the promotion of safety and health and the prevention of accidents.

10.06 Prior to the production start-up of new installations or major modifications to existing equipment, such equipment will be reviewed by the Joint Health and Safety Committee.

10.07 The Union Health and Safety Committee will be advised in writing, of any contracting out that involves health and safety in plant operating areas.

10.08 Audiometric tests will be conducted annually. The Company will provide copies of all available audiometric tests to the Chairman of the Union Safety Committee.

10.09 The Joint Health and Safety Committee shall hold meetings no less than once per month.

10.10 The Joint Health and Safety Committee shall make Health and Safety tours once per month and more frequently if required.

10.11 When an employee is injured in the Plant and the examining physician orders the

employee not to work, the employee shall be paid his/her appropriate rate of pay for the time lost for the remainder of the day on which the injury occurred. The Company shall provide transportation to a medical facility within reasonable distance of the plant.

10.12 Employees who have completed the probationary period will receive a safety shoe allowance of one hundred ten (\$110.00) in March 2001, one hundred twenty (\$120.00) in March 2002, and one hundred twenty-five (\$125.00) in March 2003. This allowance will be paid as a non-taxable benefit on the employee's first pay deposited in March of each year.

Also payable on the first deposit in March of each year will be a twenty-five dollar (\$25.00) Tool Allowance to Tool and Die makers, Electricians, and Operator mechanics.

10.13 The Company agrees that an employee shall not suffer any loss of wages or benefits as a result of performing duties as described in Section 10.09 and 10.10.

#### ARTICLE 11 - BULLETIN BOARD

11.01 The Company will provide a bulletin board for the purpose of publishing Union notices and official papers. Bulletin Board notices shall be submitted to the Plant Manager or designee for approval before being posted.

#### ARTICLE 12 - PLANT COMMITTEE

12.01 The Company acknowledges the right of the Union to appoint or otherwise select a Plant Chairperson and Vice Chairperson and a Plant Committee of five (5) stewards, one from each crew and one (1) from the skilled trades; selected from the regular employees of the Company engaged in jobs covered by the bargaining unit. The Committee will represent all employees covered by this Agreement in matters pertaining to grievances, or alleged grievances concerning the application of the terms and provisions of this Agreement. The name and area of each of the stewards and the name of the Plant Chairperson and Vice Chairperson, from time to time selected, shall be given to the Company in writing and posted and maintained by the Union on the notice board as provided in Art. 11.01. The Union steward and Safety steward shall not be transferred from his/her crew to another crew whilst work is available in the steward's classification on the steward's crew.

12.02 The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.

12.03 The Union undertakes to secure from its officers, stewards and members, their cooperation with the Company and with all persons representing the Company in a supervisory capacity, in the carrying out of the terms and requirements of this Agreement.

12.04 The steward may request relief from assigned duties to investigate a grievance arising from this Agreement without deduction in pay. Such permission shall not be unreasonably withheld. This right is granted on the following conditions:

a) The time shall be devoted to the prompt handling of the grievance

b) The time away from productive work shall be reported in accordance with the time keeping methods of the department in which the steward is employed.

c) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

12.05 The Nurse's office, or another suitable location within the plant will be provided to the Union Chairperson when he has business to discuss with a steward on another crew. Similarly, such suitable location will be made available for other private Union conversations. In either case permission will not be unreasonably withheld.

### ARTICLE 13 - ADJUSTMENT OF GRIEVANCES

13.01 Either the Company, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement concerning the interpretation, application or alleged violation of this Agreement.

The parties agree that all grievances should be dealt with as quickly as possible.

13.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than sixteen (16) calendar days before the filing of the grievance.

13.03 Grievances properly arising under this Agreement shall be processed and finalized as follows:

Step No. 1 - The aggrieved employee shall discuss the grievance orally with his/her supervisor. The employee shall have the assistance of his/her steward if the employee so desires. The supervisor shall give a decision within one (1) working day following the discussion. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance will be reduced to writing and submitted at Step No. 2.

Step No. 2 - Within two (2) working days after the decision is given at the Step No. 1, the aggrieved employee may, with his/her steward and/or a Union Staff Representative, present the grievance (which shall be reduced to writing on a form supplied by the Union) to the Human Resource Manager, who shall discuss it with the persons presenting same. Within five (5) working days following the discussion of the grievance, a decision in writing will be given by the Human Resource Manager. If a settlement satisfactory to the employee concerned is not reached, the grievance will proceed to Step No. 3 provided that notification is given to the Company, in writing, within twenty-one (21) working days following the receipt of the Step No. 2 decision.

Step No. 3 - If it is wished to appeal the Human Resource Manager's decision, the steward and/or a Union Staff Representative shall discuss the grievance in a meeting with the Plant Manager and other local Management personnel. Such meeting will be held within fifteen (15) working days of request and a decision will be given within five (5) working days of the meeting.

### Discharge Grievances

In the case of a dismissal, a grievance may be filled by an employee who feels he/she was unjustly dealt with. Such a grievance must be filled within five (5) working days from the 'date of dismissal and shall commence at Step No. 3. A discharged employee will have the opportunity to confer with his/her steward prior to leaving the plant.

### Company or Union Grievances - will originate at Step No. 3.

13.04 If final settlement of the grievance is not reached at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred, in writing, by either party to a single Arbitrator as provided in Article 14 at any time within twenty (20) working days after the decision is given under Step No. 3. If no such written request for Arbitration is received within the time limit, it shall be deemed to have been abandoned.

13.05 The time limits set out in the sections of Article 13, shall be exclusive of Saturdays, Sundays and holidays and may be extended by mutual agreement in writing of the parties to this Agreement.

13.06 In the event that grievances are not answered within the time limits specified, unless agreement has been reached as referred to in **Art.** 13.05, the grievance may be automatically moved to the next step in the grievance procedure.

## ARTICLE 14 - ARBITRATION

14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 13, and which has not been settled, will be referred to a single Arbitrator, at the written request of either of the parties hereto.

14.02 Within ten (10) working days (Saturdays, Sundays and holidays excluded) of the request by either party for Arbitration, the parties shall discuss and attempt to agree upon a single Arbitrator. This time limit may be extended by mutual agreement in writing.

14.03 Should the parties fail to agree on a single Arbitrator within seven (7) days of the notification mentioned in 14.02, the Minister of Labour of the province of Ontario will be ask to nominate a person to act as Arbitrator.

14.04 The decision of the Arbitrator shall be binding on both parties.

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

14.06 The parties to this Agreement will jointly bear the expenses of the Arbitrator.

#### ARTICLE 15 - NO STRIKES-NO LOCKOUTS

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

15.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, during the life of this Agreement, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Articles 13 and 14.

15.03 Should the Union claim that a concession of work constitutes a lockout, it may file a grievance with the Company at Step 3 of the grievance procedure.

#### ARTICLE 16 - WARNING OR SUSPENSION

16.01 The Company agrees that, whenever a disciplinary interview is held with an employee that becomes part of his/her record regarding work or conduct, a steward or his/her designated replacement will be present. The only exception to this section shall be the "fireside chat".

16.02 Providing an employee has a discipline free record for a period of twelve continuous months, the Company will remove all disciplinary notations in his file. Should the infraction involve a suspension of four days or more, then the disciplinary notation will be removed after a period of twenty-four continuous months.

#### ARTICLE 17 - LEAVE OF ABSENCE

17.01 Any employee's request for leave of absence must be in writing to the employee's immediate supervisor for referral to the Plant Manager where such application will be given full consideration. Any leave of absence that may be granted by the Company under this Article 17 shall be without pay or benefits.

17.02 The Company shall reply in writing within one (1) week to all written requests for a leave of absence with one (1) copy to the Plant Chairperson and one (1) copy to the employee concerned.

17.03 The Company agrees to permit leave for three (3) delegates elected to attend Union conventions for a period of not more than ten (10) working days a year, provided relief employees satisfactory to management are available. Requests for more than three (3) delegates shall be decided by mutual agreement between the Company and the Union.

The Union will give the Company three (3) weeks notice in regard to such request to attend conventions and the Company agrees to respond within one (1) week of receipt of such request.

17.04 The Union Negotiating Committee will be composed of a maximum of four people, including the Chair and Vice-Chair.

The Company agrees to permit leave to the Union Negotiating Committee as follows: The Committee shall have a representative from each of the three groups in the plant; Trades, Mechanics and non-Trades/Mechanics. If the Chair and Vice-Chair come from the same group, then one from each of the two remaining groups (for a total of four) shall constitute the Negotiating Committee. If the Chair and Vice-Chair each come from a different group, then one other member (to represent the remaining group) shall constitute the Negotiating Committee.

17.05 In the event an employee is transferred from the bargaining unit to a job within the Company not covered by the Collective Agreement, he/she will continue to accumulate seniority for a period up to twelve (12) consecutive calendar months following such transfer. The employee will be able to return to the bargaining unit within the first twelve (12) consecutive calendar months following the transfer, consistent with the person's seniority or to fill an open vacancy. After twelve (12) consecutive calendar months have elapsed the person loses all seniority standing and would not be permitted to replace or displace any existing employee. The above conditions would also apply to a person granted unpaid leave of absence to work full time for the U.F.C.W. Union. Such request for an unpaid leave of absence would not be unreasonably withheld provided adequate notice is given to the Company.

#### ARTICLE 18 - JURY SERVICE

18.01 The Company shall pay an employee who is required for jury service or who has been subpoenaed as a witness in a court of law in a matter as to which the Company has no detrimental interest, for each day of service, the difference between the employee's appropriate rate of pay for the number of hours he/she normally works on his/her regular shift and the payment the employee receives for jury or witness service. The employee will present proof of service and the amount of pay received.

#### ARTICLE 19 - HOURS OF WORK & OVERTIME

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

b) An employee will be scheduled to work either three (3) or four (4) consecutive shifts per calendar week and will then be entitled to four (4) or three (3) consecutive days off per calendar week as the case may be. Such scheduling shall be carried out over a period of eight (8) consecutive weeks, in the same manner set out in Schedule "A" to this Agreement.



Exceptions to the foregoing will be Christmas Day and Boxing Day in which case the employee will be deemed not scheduled to work by the Company unless the employee has volunteered and is assigned to the schedule in response to posted staffing requirements.

c) When an employee is working on the continuous operating schedule, he shall receive compensation at two (2) times the regular rate for all work performed in excess of twelve hours per day. The hours shall be voluntary, except the employee will work one excess hour when the return to Eastern Standard Time occurs during his/her shift. The employee will be paid at the appropriate overtime rate.

d) Hours worked on an employee's scheduled day off shall be paid for at one and one-half times the regular rate of the employee, except, once an employee has worked twenty-four (24) hours of overtime in his/her cycle, then any further overtime worked within that same cycle shall be paid at double time.

e) Overtime occurring on scheduled days off shall be divided as equally as practicable among employees in the job classification affected. The distribution will be accomplished as detailed within "Overtime Guidelines". Guideline changes will be mutually agreed upon between the parties as required.

f) An updated overtime hours list will be posted on the plant bulletin board on each crew's last scheduled shift of the cycle.

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

h) During each shift employees will be scheduled four (4) paid fifteen (15) minute break periods, two (2) in the first half and two (2) in the second half of the employees shift.

19.02 a) The Company reserves the right to discontinue from time to time the continuous operation and rotation system in Article 19.01 and establish in their place a work week consisting of five (5) working days, each of which will consist of three (3) eight (8) hour shifts per day.

b) The Company will give thirty (30) calendar days notice in writing of any such change to the employees and the Union Staff Representative.

c) The hours of work, meal periods, relief periods, overtime provisions, shift premiums and holiday allowance which apply to a work week of five (5) days will be in accordance with the provisions of Schedule "B" to this Agreement.

d) The Company and the Union may, as a further alternative, introduce any other work schedule which is mutually agreeable to the parties.

e) The Company will give at least one cycle notice to the affected employee of any change in work schedules except in circumstances beyond its control.

f) In the event the Company requests an employee to change crews, the change will be done on a voluntary basis, starting with the most senior employee at work, in the classification on the affected crew. Should no one volunteer, the junior employee in the classification would be moved from the crew.

#### 19.03 CALL BACK

An employee who has already left the premises of the Company after completion of the employee's scheduled shift and who is recalled for emergency work shall be paid double the employee's regular straight time hourly rate for a minimum of four (4) hours. The employee shall be required to remain at work for the four (4) hours.

#### 19.04 CALL IN

Emergency Repair: An employee who is called in for emergency repair shall be paid double the employee's regular rate for all hours worked, up to the starting time of the employee's scheduled shift but in any event not less than four (4) hours.

Emergency Absenteeism: An employee who is called in for emergency absenteeism shall be paid double the employee's regular straight time rate for all hours worked, up to a maximum of three (3) hours; thereafter the employee shall be paid in accordance with 19.01 d) for the remaining hours worked up to the starting time of the employee's scheduled shift, but in any event not less than two (2) hours.

#### 19.05 REPORTING GUARANTEE

An employee who reports to work as scheduled by the Company shall receive pay for hours worked or four (4) hours pay at straight time, whichever is greater for that shift. This will be reduced if the employee arrives late, leaves early by choice, or is suspended. This does not apply if the Company is unable to provide work for the employees because of fire, lightning, power failure, storms or similar causes beyond the control of the Company. In this circumstance, the Company will provide either a two (2) hour notice or two (2) hours of pay at the appropriate rate.

### ARTICLE 20 - SHIFT PREMIUMS

20.01 The first shift will be scheduled from 7:00 a.m. to 7:00 p.m.

20.02 The second shift will be scheduled from 7:00 p.m. to 7:00 a.m. A shift premium of thirty-six (36) cents per hour will be added to the base rate of those employees working an equal rotation of first and second shifts. The premium for employees working a rotation of two day cycles to one night cycle will be twenty-four (24) cents per hour. The premium for employees working a rotation of three day cycles to one night cycle will be eighteen (18) cents per hour.

20.03 The Company will establish a rotating shift schedule.

20.04 The shift times specified in 20.01 and 20.02 are subject to change, dependent on the Company's operational requirements. Advance notice of thirty (30) calendar days of any such change will be provided to the employees and the Union Staff Representative.

## ARTICLE 21 - HOLIDAYS

21.01 The following holidays shall be recognized:

New Year's day  
Good Friday  
Victoria Day  
Canada Day  
August Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
And two additional holidays which will be "floaters"

The two floaters shall be observed as detailed in the "Floater Holiday Guidelines". Guideline changes will be mutually agreed upon between the parties as required.

A holiday shall be defined as the twenty-four hour period beginning with the start of the second shift on the eve before the recognized calendar date of the holiday.

21.02 Employees not scheduled to work on these holidays shall be paid a holiday allowance provided that they work both their full scheduled work day immediately preceding the holiday and their full 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 (including absences under Article 25) with the permission of the Company.

21.03 If an employee is not scheduled to work Christmas Day and/or Boxing Day, notwithstanding 21.02 to the contrary, attendance at work on the last regularly scheduled day prior to Christmas Day shall qualify the employee for holiday allowance for Christmas Day. Similarly, attendance at work on the first regularly scheduled day following Boxing Day shall qualify the employee for holiday allowance for Boxing Day.

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

21.05 Employees whose regular schedule results in their working on any of the above named plant holidays shall be paid the regular holiday allowance plus payment at one and one-half times their regular straight time rate for the hours actually worked on the holiday. Employees whose regular schedule would result in their not being scheduled to work the holiday, but, who, nevertheless work the holiday, shall be paid the regular holiday allowance plus double time for hours worked on the holiday.

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

21.07 If an employee is absent on a holiday “qualifying day” and absence on such day subsequently results in that day being a waiting day under a group insurance sickness and accident claim, the employee will receive holiday allowance for such a day. Similarly, if an employee is absent by reason of an accident which occurs on the “qualifying day” following a holiday, and that accident subsequently results in a payment under a group insurance sickness and accident claim, the employee will receive holiday allowance for such holiday.

21.08 When an employee is absent due to layoff, industrial accident, or illness, the employee, provided (s)he worked at least one day within thirty-one (31) calendar days preceding the holiday, shall be entitled to a holiday allowance not to exceed two (2) holidays in such thirty-one (31) day period. If the employee is in receipt of WC or S&A payments on these two (2) days the amount of holiday allowance paid shall be limited to the difference between the employee’s regular pay and the amount of WC or S&A being received. In cases of WC, the employee must provide a copy of his/her WC earnings statement to the Company so that the appropriate holiday allowance “topup” may be determined. If the employee is in receipt of E.I. benefits, the amount of holiday allowance shall not exceed the amount of exempted earnings allowable by E.I.C. regulations. If the holiday occurs within the employee’s E.I. waiting period, the employee shall receive full holiday allowance.

#### ARTICLE 22 - VACATION

22.01 An employee’s vacation with pay shall be taken in accordance with length of service with the Company.

22.02 An employee first becomes eligible for vacation when he/she completes a total of twelve (12) months of employment with the Company and has worked not less than a total of one thousand hours.

22.03 An employee who has established vacation eligibility as provided in 22.02;

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

b) Thereafter, during each calendar year an employee continues in active full time employment with the Company, the employee shall be granted vacation on the following basis:

1. Until the employee attains five (5) years of service the employee shall be granted two (2) work cycles of vacation in each calendar year, the amount of vacation pay shall be 4% of his/her previous calendar years earnings, or two (2) work cycles of vacation pay, whichever is the greater.

2. After attaining five (5) years of service the employee shall be granted three (3) work cycles of vacation in each calendar year. The amount of vacation pay shall be 6% of his/her previous calendar year's earnings or three (3) work cycles of vacation pay, whichever is the greater.

3. After attaining ten (10) years of service the employee shall be granted four (4) work cycles of vacation in each calendar year. The amount of vacation pay shall be 8% of his/her previous calendar year's earnings or four (4) work cycles of vacation pay whichever is the greater.

4. After attaining twenty (20) years of service the employee shall be granted five (5) work cycles of vacation in each calendar year. The amount of vacation pay shall be 10% of his/her previous calendar year's earnings or five (5) work cycles of vacation pay which ever is the greater.

Failure to book and use work cycles of vacation by December 31 of the year in which the vacation is granted will result in the employee being paid the vacation pay in lieu of the work vacation cycles, All employees will be scheduled to take at least the minimum number work cycles of vacation off as required by legislation.

Employees may file to waive their right to take vacation cycles granted above the legislated minimum and receive the vacation pay in lieu (without reduction for averaging) at anytime during the calendar year.

22.04 Cycles of vacation pay will be averaged as closely as possible.

22.05 Vacations will be scheduled by the Company having regard to the orderly operation of the plant. The Company agrees to post a vacation schedule list before December 31 in a given year for vacation entitlement in the following year. Employees will indicate their preferred cycles of vacation for the following year and will be given preference in respect of the time of taking their vacation where possible according to seniority. Employees will not be granted more than two (2) work cycles of vacation consecutively in prime time.

22.06 The vacation guidelines will be deemed part of the Collective Agreement.

## ARTICLE 23 - HEALTH CARE BENEFITS

23.01 The Company will pay 100% of the benefits provided in Sections 23.02, 23.03 and 23.04. (See exception in 23.02)

### 23.02 MAJOR MEDICAL PLAN

a) The Company will provide a Major Medical Plan. The plan will have a \$40,000 lifetime maximum for each covered dependent.

Part of this plan will be a vision care benefit which will provide up to \$200.00 per employee/dependent in a rolling twenty-four month period.

Claims for reimbursement under this Plan will be submitted directly to the Company's insurer by the employee.

Effective January 1, 1993, Drug Expenses provided under the Major Medical Plan will be shared on a 80% Company, 20% Employee basis. However, there will be a maximum expense of five hundred dollars (\$500.00) per year for each covered family.

Employees may elect 100% Drug Expense coverage by paying two dollars (\$2.00) per week payroll deduction. Such election will be in writing and should be made in the first week of December in any calendar year.

b) The Company will provide each employee with a booklet containing highlights of the Major medical Plan.

### 23.03 GROUP LIFE PLAN

The Company will provide \$40,000 of life insurance through a group life plan. Effective December 1, 2005, this amount will be \$42,000.

### 23.04 SICKNESS AND ACCIDENT INSURANCE

a) Sickness and Accident Insurance: Schedule of Benefits.

All Classifications	\$455/week
---------------------	------------

Payments Begin:

Accident -- 1st calendar day

Sickness or Pregnancy -- 5th calendar day, or, if hospitalized, from the first day of hospitalization.

Outpatient surgery resulting in continuing disability -- 1st calendar day starting with day of surgery.

Maximum: 78 weeks for any one disability.

To determine the amount payable for a portion of a week, the benefits will be based on one-seventh of the Weekly Payment for each day the employee is disabled.

b) Notwithstanding the S&A benefits described above, no employee will receive less than the benefit he/she would be entitled to under the Unemployment Insurance Act, 1971, and Regulations as proclaimed from time to time.

c) It is the Company's intention to register its S&A plan with the Unemployment Insurance Commission for premium reduction purposes. The Company will conform with the regulations governing such plans under the U.I. Act, 1971, and will administer the Plan in accordance with the Act and any jurisdictional Human Rights Act. The Union agrees to permit the Company to retain 100% of the premium reduction (both Company and employee shares) in consideration for these benefits.

d) Eligibility for pregnancy leave, when requested, will be granted in accordance with existing provincial statute. In the absence of any formal request for Pregnancy Leave of Absence, the Company may place the employee on leave in accordance with the provisions of the applicable provincial statute.

e) Pregnancy related disabilities will be treated the same as any other illness. However, benefits will not be payable during any period for which the employee is eligible to collect U.I. maternity benefits.

#### 23.05 ONTARIO HEALTH INSURANCE PLAN

The Company will pay 100% of the O.H.I.P. premiums.  
O.H.I.P. is not part of the Group Insurance Plan.

Should the Government of Ontario cease to fund OHIP premiums from individuals and funds such medical care in another manner, then the monthly premium amounts paid by the Company, at that time, on behalf of its employees who are members of Local 175, will then be payable to such employees. This will not be the case, however, if the successor method of revenue gathering to support the health care system results in the Company having responsibility for the funding of such Plan.

23.06 All other terms, conditions and benefits payable under Sections 23.02, 23.03, and 23.04 will be governed at all times by the complete terms of the MASTER GROUP INSURANCE POLICY issued by the carrier, as may be appointed from time to time by the Company. The Company will provide the Union with a copy of the Policy.



23.07 POST-RETIREMENT MAJOR MEDICAL

The Company will provide a Major Medical Plan to eligible employees who retire on or after December 1, 2005. Eligible employees must be at least age 55 with 20 years of service at the time of their retirement. Coverage under this Plan will terminate for the retiree and dependents when the retiree turns 65 years of age. The Plan will have a \$40,000 lifetime maximum for each covered individual. This lifetime maximum will be aggregated with the active lifetime maximum.

The Company's contribution to the cost of this Plan is capped at \$39 per month for single coverage and \$101 per month for family coverage. The balance of Plan costs will be paid by retirees who elect coverage under the Plan.

The Plan will have a calendar year deductible of \$50 individual and \$100 family. The Plan will pay 80% of covered charges for hospital, prescription drugs, and other covered charges. There will be no out-of-province coverage and no vision coverage under this Plan.

The Company will provide a booklet containing highlights of the Plan to employees. All terms, conditions, and benefits payable under this Plan will be governed at all times by the complete terms of the Master Group Insurance Policy issued by the carrier, as may be appointed from time to time by the Company. The Company will provide the Union with a copy of the Policy.

ARTICLE 24 - WAGES

24.01 Wages shall be paid in accordance with Appendix "A", which is hereby made a **part** of the Agreement.

24.02 When an employee is temporarily assigned to a higher rated job, that employee shall be paid the applicable higher rate for the higher rated job for one hour, or, the actual time spent on the job, whichever is greater.

24.03 Start Rates - The above job rates are payable upon completion of the probationary period specified in Article 8.02. Newly hired employees will be paid a start rate 5% below the applicable classification job rates.

24.04 Continuous Operating Premium - Employees who work the 12 hour continuous operating schedule will receive a continuous operating premium of seventy-six (76) cents per hour, for each hour worked, payable on their regular pay days. The premium is an add-on to the base rates and will be in such rates only in the calculation of pay for hours worked, with no pyramiding (including overtime hours worked) and reporting pay.

24.05 Wages shall be paid for each weekly period (Monday – Sunday) by direct deposit by the following Thursday.

In accordance with Schedule "A" and clause 19.01b wages earned will be paid as an average of 42 hours per week rather than the 36 or 48 hours scheduled.

Schedule "A" consists of two (2) separate periods of four (4) weeks (3 through 6 and 7 through 2 as referenced on Schedule "A"). Employee's hours of work will be averaged over these periods of four (4) weeks for the purposes of determining entitlement to overtime pay under the provisions of the Employment Standards Act of Ontario. This agreement shall expire on the date the next collective agreement between the parties commences.

#### ARTICLE 25 - BEREAVEMENT LEAVE

25.01 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 25.02 below) for a period of three (3) successive days on which the employee would have otherwise worked.

25.02 Such reimbursement will be paid at the employee's regular straight time rate for a period not to exceed twelve (12) hours per day and limited to absences occurring when the employee otherwise would have worked. The straight time rate shall be the hourly rate the employee earned during his/her last shift worked prior to such bereavement. An employee will not receive Bereavement Leave pay when it duplicates pay received for time not worked for any other reason.

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

25.04 In addition to the above, the Company agrees to reimburse active employees for wage loss for a period of one (1) day on which the employee would otherwise have worked in the event of the death of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

25.05 The employee may be required to provide proof of death. Payment will be authorized by the employee's signature on the Bereavement Leave Form supplied by the Company.

#### ARTICLE 26 - LEGISLATIVE CHANGES

26.01 Should federal or provincial laws compel the cancellation or modification of any provision of this Agreement with respect to its application at any time during the term of this Agreement, it is agreed that such provision shall thereupon be inoperative and the Company and the Union will, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by the applicable federal or provincial laws.

26.02 Should any provision of this Agreement require cancellation or modification as provided by the terms of Section 26.01, it is understood that no other provision of this Agreement shall be invalidated thereby.

## ARTICLE 27 - DENTAL PLAN

27.01 a) The Company agrees to contribute a maximum of twenty-nine (29) cents per hour effective December 1, 2003; a maximum of thirty (30) cents per hour, effective December 1, 2004; and a maximum of thirty-one (31) cents per hour, effective December 1, 2005, for all hours paid and worked to the U.F.C.W. Trustees Dental Plan - Ontario (“dental plan”). Hours paid and worked is defined as regular hours, vacation, paid holidays, and sick days, to a maximum of 40.25 hours per week per employee, but shall not include overtime or weekly indemnity payments.

b) The Company is a signatory to a “Participation Agreement” and will supply any documents, forms, reports or information required by the Trustees of the dental plan.

c) The Company shall forward all contributions, together with a list of all employees and the number of hours paid and worked for each employee in each reporting period, within fifteen (15) days following the end of each of the Company’s accounting periods.

## ARTICLE 28 - PENSION PLAN

28.01 a) The Company agrees to contribute to the Canadian Commercial Workers’ Industry Pension Plan (“pension plan”) for all hours paid and worked for all Employees seventy (70) cents per hour effective December 1, 2003, eighty-five (85) cents per hour effective December 1, 2004, and one dollar (\$1.00) per hour effective December 1, 2005.

b) Hours paid and worked is defined as regular hours, vacation, paid holidays, and sick days, and also covering a two (2) week period at Christmas each year if a plant shutdown occurs, to a maximum of 38.5 hours per week per employee, but shall not include overtime or weekly indemnity payments.

c) The Company is a signatory to a “Participation Agreement” and will supply any documents, forms, reports, or information required by the Trustees of the pension plan. The Company shall forward all contributions, together with a list of all employees and the number of hours paid and worked for each employee in each reporting period, within fifteen (15) days following the end of each of the Company’s accounting periods.

28.02 a) The Company agrees to contribute a maximum of nine (\$900) hundred dollars per year to a Group Registered Retirement Savings Plan (GRRSP), effective January 01, 2001, for each eligible employee.

b) The Company shall remit such contributions to a financial institution of the bargaining unit’s selection. Contributions shall be remitted in twelve (12) monthly installments of seventy-five (\$75) dollars each.

c) Additional terms and conditions governing the GRRSP can be found in the Letter of Agreement.

ARTICLE 29 - UNION TRAINING AND EDUCATION FUND

29.01 Effective March 1, 1992, the Company will contribute one cent (1) per regular hour worked to the United Food & Commercial Workers', Local 175, Training and Education Fund. A lump sum payment will be forwarded to the Union on each December 1, commencing 1992.

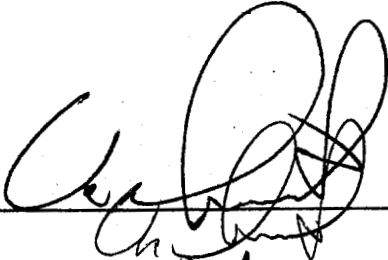

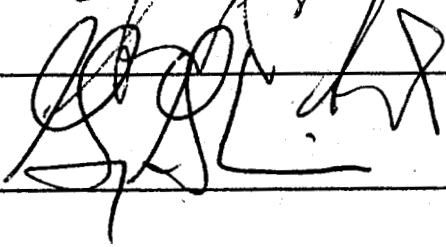
ARTICLE 30 - DURATION

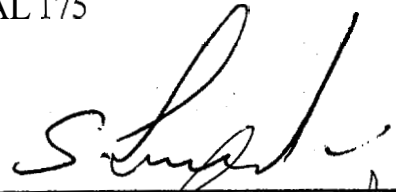
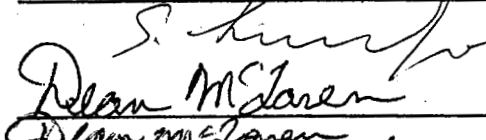
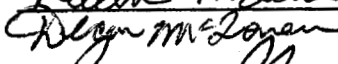
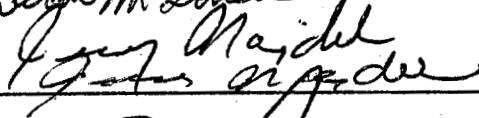
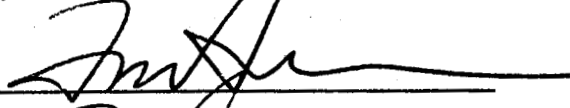
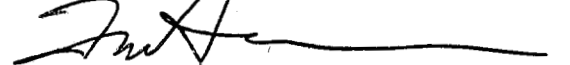
30.01 This Agreement shall be effective from December 1, 2003 to November 30, 2006 and from year to year thereafter, unless notice to open the Agreement for the purpose of amendments or revisions is given in writing, by either party to the other at any time within sixty (60) days but not less than thirty (30) days prior to the expiry date of this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

BALL PACKAGING PRODUCTS  
CANADA, COW.

UNITED FOOD & COMMERCIAL  
WORKERS' UNION, CLC, AFL/CIO  
LOCAL 175

  
\_\_\_\_\_  
  
Chris Taylor  
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Dean McLane  
  
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APPENDIX "A"

CLASSIFICATIONS AND STANDARD HOURLY WAGE RATES

<u>Classification</u>	<u>Current Rate</u>	<u>Effective Dec.1/03</u>	<u>Effective Dec. 1/04</u>	<u>Effective Dec.1/05</u>
Tool & Die Maker	\$27.23	\$28.03	\$29.03	\$30.23
Electronic Repair	\$27.23	\$28.03	\$29.03	\$30.23
Line OP./Mechanic	\$24.40	\$24.90	\$25.50	\$26.25
Quality Auditor	\$22.96	\$23.46	\$24.06	\$24.81
Industrial Truck OP.	\$21.91	\$22.41	\$23.01	\$23.76
Production Associate	\$20.53	\$21.03	\$21.63	\$22.38

LINE OPERATOR MECHANIC TRAINEE RATES

	<u>Current Rate</u>	<u>Effective Dec. 1/03</u>	<u>Effective Dec. 1/04</u>	<u>Effective Dec.1/05</u>
With Ticket				
(1-2160 hours)	\$23.29	\$23.79	\$24.39	\$25.14
(2161-2880 hours)	\$24.13	\$24.63	\$25.23	\$25.98
Without Ticket				
(1-2160 hours)	\$22.86	\$23.36	\$23.96	\$24.71
(2161-2880 hours)	\$23.97	\$24.47	\$25.07	\$25.82

SCHEDULE "A"

CONTINUOUS OPERATIONS

"4 - 4" - SHIFT SCHEDULE

<u>WEEK</u>	<u>MON.</u>	<u>TUES.</u>	<u>WED.</u>	<u>THURS.</u>	<u>FRI.</u>	<u>SAT.</u>	<u>SUN.</u>
1	W	W	W	W	O	O	O
2	O	W	W	W	W	O	O
3	O	O	W	W	W	W	O
4	O	O	O	W	W	W	W
5	O	O	O	O	W	W	W
6	W	O	O	O	O	W	W
7	W	W	O	O	O	O	W
8	W	W	W	O	O	O	O

NOTE:

"W" denotes work day

"O" denotes day off

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

## SCHEDULE "B"

### "5-2 SHIFT SCHEDULE"

The following provisions will apply in the event that the Company establishes a work week of five (5) days pursuant to Article 19.02:

#### HOURS OF WORK

a) The standard work week shall be forty (40) hours, consisting of five (5) days of eight (8) consecutive hours. This shall not be considered as a guarantee of hours of work per day or per week.

b) Employees will be scheduled one thirty minute paid lunch period and two fifteen (15) minute paid meal periods per shift.

#### OVERTIME

a) All hours worked in excess of eight (8) hours per day shall be paid for at one and one-half times the regular rate of the employee. Overtime after twelve (12) hours per day will be paid at double time.

b) All hours worked on Saturday shall be paid for at one and one-half times the regular rate of the employee for eight (8) hours. After eight (8) hours the rate shall be double time.

c) All hours worked on Sunday shall be paid for at two (2) times the regular rate of the employee.

#### SHIFT PREMIUMS

a) The first shift will be scheduled from 7:00 a.m. to 3:00 p.m. No shift premium will be payable on the first shift.

b) The second shift will be scheduled from 3:00 p.m. to 11:00 p.m. A shift premium of thirty (30) cents will be paid for all hours worked on second shift or any scheduled part thereof. This does not apply to overtime hours.

c) The third shift will be scheduled from 11:00 p.m. to 7:00 a.m. A shift premium of forty (40) cents will be paid for all hours worked on third shift or any scheduled part thereof. This does not apply to overtime hours.

d) The Company will establish a rotating shift schedule.

e) The shift times specified in (a), (b) and (c) are subject to change, dependent on the Company's operational requirements. Advance notice of thirty (30) calendar days of



any such change will be provided to the employees and the Union Staff Representative.

### HOLIDAYS

The holiday allowance referred to in Article 21.04 shall be equivalent of eight (8) hours at straight time based on the employee's current straight time rate.

### VACATIONS

Work Cycles of vacation as referred to in Article 22 shall revert to weeks of vacation.

### BEREAVEMENT LEAVE

The twelve (12) hours referred to in Article 25.02 will revert to eight (8) hours.

## APPENDIX "B"

### SUMMER STUDENTS

- 1) The Company may employ summer students each year between May 1 and September 7 within the Production Associate classification.
- 2) The Company will employ summer students who are of legal age, and who are sons or daughters of Whitby Plant employees. First consideration will be given to students who have satisfactory previous Ball Whitby plant experience, then to students who have completed at least one year of post secondary education without having experienced a break in their ongoing education and plan to continue. Then students just completing high school will be considered.
- 3) The Company may hire students other than sons or daughters of employees depending upon availability and the needs of the plant.
- 4) Summer students will be hired and/or terminated at the sole discretion of the Company.
- 5) Notwithstanding the provisions of Article 24.03, Start Rates, summer students will be paid a base rate 10% below the Production Associate rate.
- 6) Number of summer students will be limited to 4 per crew. Additional employees may be added if mutually agreeable between the parties.
- 7) The Company will not allow summer students to attain seniority status, and these employees may be released during the probationary period without regard for their date of employment with the Company.
- 8) Summer students will not be eligible for group insurance and health benefits, RRSP contributions, or similar benefits other than as required by law. It is understood that the aforementioned will in no way infringe upon benefits these individuals may receive as a result of their dependant status with a regular full time employee.
- 9) Summer students will be required to comply with Article 4, Deduction of Union Fees. The Company will make required contributions under Article 27, Dental Plan, and Article 28.01, Pension Plan for the Canadian Commercial Workers' Industry Pension Plan only, and Article 29, Union Training and Education Fund.
- 10) Any shift created outside of a 4/4 shift will be posted immediately and offered first to seniority employees.

## 2003 NEGOTIATIONS – LETTERS OF AGREEMENT

### LETTER #1

The items enumerated below were discussed during our negotiations and resolved as follows:

#### 1. Test Results

Prior to taking Company prescribed tests, employees will sign a waiver agreeing to allow the release of pass results to the Plant Chairperson.

#### 2. Date of Payment of Vacation Pay

At the time of the canvass for vacation preference the employee will advise his supervisor whether he wishes to continue to have his vacation pay deposited in the usual manner, or, alternatively, to receive his vacation pay on his last pay prior to the actual vacation taken. Once selected, no changes will be permitted.

#### 3. Correcting Payroll Errors

Where payroll errors occur (which are at least one shift in duration), the corrective pay will be manually adjusted to ensure the total taxes deducted are no more than would have been paid had the error not occurred.

#### 4. Tool and Die Maker Classification

Qualified Machinists may be hired/promoted into the classification Tool & Die Maker, if no qualified Tool & Die makers are available.

#### 5. Provision Of Tools

In addition to the metric tools already provided, the Company will provide basic standard tools to Line Operator/Mechanics. The Company will audit each Line Operator/Mechanic's tool supply twice per year. Should any supplied tools be missing at the time of the audit, the Company will deduct the appropriate amount from the employee's wages. Employees leaving the employ of the Company will be required to surrender the complete set of supplied tools. A deduction will be made from the employee's final pay for tools not surrendered.

#### 6. Vacation Guidelines

The Vacation Guidelines are deemed to be part of the Collective Agreement.

LETTER #2

RE: NOTICE OF PLANT CLOSURE

This will confirm the assurance given to the Union during our 1991 contract negotiations that should a decision be made to totally and permanently close Whitby Plant, the Company will give the Union and employees a minimum of three months notice of such closure.

Employees would receive any severance pay required under the Employment Standards Act plus 2 weeks severance pay.

Should an employee find alternate employment during this notice period and terminate, the employee will not forfeit any severance payment.

LETTER #3

RE: GROUPLRRSP AGREEMENT

This letter is to confirm the terms of the Company's contributions to a GRRSP established by the bargaining unit at Whitby Plant during our 2000 negotiations.

GROUPLRRSP AGREEMENT

The Company and the Union agree as follows:

1) The Union, defined as the bargaining unit, may establish and sponsor a group registered retirement savings plan for eligible employees of the Company who are members of the bargaining unit at Ball Corporation's Whitby Ontario location (the "Group RRSP") with a financial institution of the Union's choice and determine the investment options that are available to such employees under that Group RRSP. An eligible employee is defined as one who has attained and maintains seniority status, and works a minimum of one cycle in a calendar year.

2) The Company agrees to contribute to the Group RRSP as specified in this Agreement.

3) The Group RRSP is based on the following terms:

- a) An employee may not withdraw any amount credited to his account under the Group RRSP while he is employed by the Company; and
- b) Any fees or expenses related to the operation of the Group RRSP (including without limitation all administration, record keeping and investment expenses) shall be absorbed through an adjustment to the rate of return credited to the investments under the Group RRSP.

4) The Company is not required to remit any contribution to the Group RRSP until the Union provides sufficient information to satisfy the Company that it has established the Group RRSP and that such Group RRSP meets the conditions in paragraph 3 of this Agreement.

5) The annual maximum contribution per employee will be paid according to the terms of the Collective Agreement effective January 01, 2001. The Company shall remit such contributions on a monthly basis to the financial institution holding the assets of the Group RRSP.

6) The Union shall be solely responsible for selecting and monitoring the financial institution and the investment options offered under the Group RRSP. The Company assumes no liability or responsibility for the selection or performance of the financial institution or the investments available under the Group RRSP. The Company is not obligated to pay any amount to or in respect of the Group RRSP (including without limitation any contributions, fees, expenses, or damages) except:

- a) The contributions specified in paragraph 5 of this Agreement; and
- b) Any additional employer contributions under the Canada Pension Plan, any additional employer premiums under the Employment Insurance Act and any additional tax payable under the Employer Health Tax Act, in respect of contributions paid by the Company to the Group RRSP.

7) The Union agrees to indemnify the Company in respect of any claims, liabilities, damages, costs or expenses that any person may seek from, or assert against, the Company regarding the Group RRSP, except for the amounts which the Company is specifically obligated to pay as referenced in paragraphs 5 and 6 of this Agreement.

LETTER #4

RE: HOURLY VACATION GUIDELINES

As per our discussions and as per Article 22.06, the following outlines the guidelines used at the Whitby Plant for the scheduling of hourly vacations. Dates refer to the year 2004 but in each succeeding year the appropriate date changes will be made as long as the guidelines are in effect.

SCHEDULING OF HOURLY VACATIONS

The following set of guidelines are intended to ensure uniformity of vacation scheduling in the spirit of fairness and within the intent of the collective agreement.

1) Supervisors will first canvass all employees with 3 or more cycles entitlement in 2004. These employees will select a maximum of 2 cycles in prime time and the remainder outside of prime time. This will be done per job classification on each crew in seniority order. Employees entitled to 3 cycles of vacation may take 3 cycles consecutively, provided they are taken outside of prime time.

2) Supervisors will then canvass all remaining employees who have 2 cycles of vacation entitlement in 2004. These employees will select a maximum of one cycle in prime time and the remainder outside of prime time. This will be done per job classification on each crew in seniority order.

3) If prime time cycles are still available after canvasses (1) & (2) have been completed all employees will be re-canvassed by seniority to see if they would like to reschedule their "out of prime time cycles", until all prime time cycles are filled.

4) Recent employees are permitted to have their 2 cycles of vacation only after 12 months employment has elapsed. Employees who complete 5 years service, in 2004 will be able to take their 3rd cycle only after the 5 year service date has been attained. Employees who complete 10 years of service in 2004 will be able to take their 4th cycle only after the 10 year service date has been attained.

5) Each canvass will be conducted by seniority within each crew's job classifications.

6) The following maximum number of people will be allowed off at one time:

Operator/Mechanics: two (2) per crew per cycle except; during four (4) cycles in July and four (4) cycles in August, two (2) cycles at spring break and two (2) cycles at Christmas during which times 3 operator/mechanics per crew will be allowed off. In addition, a 4th operator/mechanic would be allowed off during the first five cycles of the July/August period, as necessary, to ensure each person is given at least one opportunity to a cycle's vacation in the period.

These additional cycles will be drawn by lot, by seniority, to ensure a random distribution of vacation choice. Cancellations in cycles with 4 scheduled vacations will not be offered for backfill. Cancellations in cycles with 3 scheduled vacations will first be

offered for backfill during the 8 cycle July/August period to operator/mechanics who were drawn by lot, by seniority as an exchange of cycles. If these employees fail to exercise the offer, the cycle may be filled on a first come, first serve basis with regard to the orderly operation of the plant.

Production Associates: two (2) per crew per cycle.

Quality Auditors: one (1) per crew per cycle.

Electricians and Tool & Die Makers: one (1) per crew per classification per cycle. The A/B and C/D sides of the rotation will be considered as one crew each respectively for the purposes of vacation scheduling.

Day Shift Classifications: one (1) per classification per department per cycle or week; except for Operator/Mechanics in the maintenance department: two (2) per week.

These numbers are agreed to be relevant to current manning levels and may be adjusted in the event of a significant shift within a classification or changes in regard to the operation of the plant.

7) Prime time is defined as 13 consecutive cycles between June 1 and September 15 in a given year, as well as two (2) cycles at spring break and two (2) cycles at Christmas.

All employees will receive a copy of the vacation guidelines prior to the vacation canvass each year.

8) Vacations must be scheduled and a copy of completed schedules must be returned to Human Resources Department by February 04, 2004.

9) Each employee must decide at the time of canvass how he/she wishes to have the vacation pay deposited:

A = In advance of vacation

N = Normal deposit date

The supervisor will indicate on the completed schedule each persons' payment preference.

40