

# COLLECTIVE AGREEMENT

between

*Collins & Aikman*

and

*United Steelworkers of America*

*AFL-CIO-CLC*

*on behalf of its Local 889L*

Effective January 1, 2002 to December 31, 2006

00884 (07)

**2002-2006  
COLLECTIVE AGREEMENT  
BETWEEN  
COLLINS & AIKMAN  
AND  
UNITED STEELWORKERS OF AMERICA  
ON BEHALF OF ITS LOCAL 889L  
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Wherever the singular and masculine are used in this Agreement they shall be construed as if the plural or feminine had been used where the context so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

THIS AGREEMENT ENTERED INTO AS OF THE  
1<sup>st</sup> DAY OF JANUARY 2002

BETWEEN

COLLINS & AIKMAN  
(hereinafter referred to as the "Company")  
OF THE FIRST PART

-and-

UNITED STEELWORKERS OF AMERICA  
ON BEHALF OF ITS LOCAL 889L  
(hereinafter referred to as the "Union")

OF THE SECOND PART

**ARTICLE 1 - SCOPE AND RECOGNITION**

**1.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees at Port Hope, Ontario, save and except foremen, supervisors, persons above the rank of foreman or supervisor, office staff, clerical staff, sales staff, students, security guards, full-time first aid staff, part-time temporary persons employed for not more than twenty-four (24) hours per week.

**1.02** The Company agrees that in the event it decides to transfer all or a major part of its manufacturing operations from the Port Hope plant to another plant, which results in the permanent layoff of full-time employees it will meet with the Union within fifteen (15) working days of that announcement. Any permanent Port Hope Collins & Aikman employee laid-off as a result of the transfer of work to any other Collins & Aikman facility which might be established within the Durham or Northumberland Counties will be offered work within that new facility. Any such job offer would be subject to qualifications for the available job.

## ARTICLE 2 - RELATIONSHIP

**2.01** The Company and the Union agree that there will be no discrimination, *interference*, restraint or coercion exercised or practised by the Company or the Union, or by any of their representatives, with respect to membership or non-membership in the Union. The Union agrees that no Union member will conduct Union activities on the premises of the Company except as specifically permitted by this Agreement.

## ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

**3.01** Except as, and to the extent specifically modified by this Agreement. all rights and prerogatives which the Company had prior to the execution of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

- a) the right: to maintain order, discipline and efficiency; to make, alter, and enforce, from time to time, reasonable rules and regulations, policies and practices, to be obeyed by its employees; to discipline and discharge employees for just cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect hereof pursuant to the provisions of Article 7.11 of this Agreement. Such grievances shall specify the rule or rules being disputed.
- b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend and retire employees pursuant to the provisions of any pension plan; to plan, direct and control operations; to designate, establish, revise or discontinue departments; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.
- c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance, the direction of the working forces; the products to be manufactured, the standards of production; the subcontracting of work; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards, the qualifications of employees; the use of improved methods, machinery and equipment; whether

there shall be overtime work and who shall perform such work, the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the administration of the Company's pay system; which jobs shall be incentive jobs and which jobs shall not; the number of hours to be worked, starting and quitting the, and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

- d) No bargaining unit employee shall be made redundant or suffer loss of earnings through supervisors or other excluded personnel performing work normally done by employees in the bargaining unit. Supervisors and other excluded personnel may only perform bargaining unit tasks for purposes of instruction, inspection or in cases of emergency.
- e) The Company may from time to time appoint an employee to act as a "Group Leader".

Group Leader is not a separate classification as such and persons appointed as Group Leaders are expected to perform their regular duties.

A Group Leader shall guide, aid and instruct a designated group of employees and will be responsible for coordinating the work of the group.

Group Leader appointments shall not be subject to the provision of Article 8.09 of this Collective Agreement. An employee designated as a Group Leader, will be paid, while saving as a Group Leader, fifty cents (\$0) per hour more than the job rate of the highest classification held by anyone in the group he/she is leading. The fifty cents (.50) per hour premium will not be subject to overtime or shift premiums.

Group Leaders do not have any disciplinary responsibilities and may not enter any dispute between the Company and any of its employees.

## ARTICLE 4 - CHECK-OFF OF UNION DUES

**4.01** The Company and the Union agree that all present employees, transferred employees, and new employees must as a condition of employment have their regular monthly Union dues deducted in accordance with the Constitution of the Union and as determined by the Local Union No. 889L for the life of this Agreement. Such deductions shall be in respect of regular weekly Union dues only including first week's dues, and shall not apply to any levies or special assessments.

**4.02** The amount to be deducted in accordance with the provisions of Article 4.01 hereof shall be in an amount provided by the Union Constitution. The Company shall remit the dues as aforesaid not later than the tenth day of each month following the month of such deduction to a designated Union officer. The Company will supply the Union with a list of the employees from whom deductions were made.

**4.03** The Union agrees to indemnify and hold the Company harmless against all claims, demands and expenses, should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such deductions.

## ARTICLE 5 - NO STRIKES OR LOCKOUTS

**5.01** The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employee shall take part in or call or encourage or support or condone any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or impeding of or curtailment of or interference with work or production, which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts and the Company agrees that it will not engage in any lockout during the term of this Agreement.

**5.02** Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge. Such employee may have recourse to the grievance procedure and a board of arbitration shall have jurisdiction to determine if the grievor did, in fact, improperly participate in the foregoing conduct. If the arbitration board determines that the grievor did, in fact, improperly participate in the foregoing conduct, the board of arbitration shall not have jurisdiction to interfere with such discipline or discharge.



## ARTICLE 6 - REPRESENTATION

### 6.01 Bargaining Committee

The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership in the Company's Rex Hope, Ontario plant, a Bargaining Committee comprised of not more than four (4) seniority employees in good standing of the Company. The Local Union President shall be Chairman thereof. The Company will recognize the Bargaining Committee for the purpose of handling any grievance or discussing a matter properly arising during the continuance of this Agreement. Wherever in this Agreement the term "committee" is used, it shall be deemed to mean "Bargaining Committee."

The Company agrees to recognize eight (8) stewards, who shall be seniority employees.

When there are fifty (50) or more employees on the night shift, the Union shall be entitled to an additional steward on that shift.

When there are more than five hundred (500) employees in the Bargaining Unit, the Union shall be entitled to two (2) additional stewards and when there are more than seven hundred and fifty (750) employees in the Bargaining Unit, the Union shall be entitled to one (1) additional steward.

The Company agrees to recognize one (1) additional steward as a Chief Steward.

The bargaining committee shall have the option of being placed on day shift throughout the life of the agreement providing:

- a) There is productive work to be done within their qualifications and ability.
- b) Such option is exercised within two weeks of ratification or a new bargaining committee member taking office.
- c) That a bargaining committee member returns to their home shift upon leaving office.

6.02 Not more than two (2) International Representatives of the Union may be present and participate in any meeting of the Bargaining Committee and the

Company. The Company will **not** be **required** to meet a total of more than four (4) Union representatives at any time in addition to an **International Representative** of the Union. **An additional union representative may be present by mutual agreement.**

**6.03** One (1) member of the **Bargaining Committee** will be permitted to leave his work and unit when notified by his supervisor that he has been summoned for the purpose of handling **grievances**. A member of the **Bargaining Committee** will be permitted to leave his work and unit when notified by his supervisor that there will be a meeting with **representatives** of the Company. A **Shift Steward** may be permitted to leave his work when he has been notified by his supervisor for the purpose of handling a **grievance at the first or second step** of the grievance procedure. Such employee shall report to his supervisor upon his return to work. Time away from work for the purpose herein specified shall not on the aggregate exceed three (3) hours per week for any one individual.

**6.04** A Committeeman or **Shift Steward** required under the grievance procedure to enter another unit must inform the supervisor of that unit which he enters of the reason for his presence. Committeemen or **Shift Stewards**, as the case may be, shall **expeditiously** attend to the grievance so that no unnecessary loss of time or **interference** with production will result therefrom.

**6.05** The Union recognizes and agrees that members of the **Bargaining Committee** and **Shift Stewards** have their regular duties to perform in connection with their employment. The company will compensate such **Committeemen** and **Shift Stewards** for time spent at the plant during their regular working hours in handling **grievances** of employees pursuant to the **grievance procedure** at their regular straight time base hourly rate of pay, provided this privilege is not abused by the **Committeemen** or **Shift Stewards**. **Committeemen** or **Shift Stewards** will not be compensated for time spent prior to or beyond their regular working hours on Union business unless at the request of the Company.

**6.06** Notwithstanding anything otherwise contained in this Agreement, the Company may delay or defer permission to a **Steward**, **Committeeman**, or other Union official who wishes to leave his work pursuant to the provisions hereof, if such leaving would interfere with the **efficient operation** of the Plant.

**6.07** The Union agrees to supply the Company with the names of **Committeemen** and **Shift Stewards** and to keep such list up to date at all times and the Company shall not be obliged to **recognize** such personnel until it has been so informed.

**6.08** The employees shall be **represented** by stewards upon **their shift as** set out in Article **6.01** hereof, not more than two (2) of whom shall be **&om any single department** with fewer than thirty (30) employees per shift.

For the purposes of this Article, **areas** of coverage, **by** stewards will be mutually **agreed upon by the parties** during **January of each calendar year**.

Exceptions to the above due to **transfers, reassignments, shift changes and layoffs** may be **mutually agreed upon by the parties** as the **need** arises.

**6.09** For the purpose of this Agreement, the **Bargaining Committee** and the **stewards**, together with the **officers** of the Local Union, shall be **deemed** to be officials of the Union. The **parties** hereto **agree** that the Union officials **occupy positions of leadership and responsibility** to see that this Agreement is **faithfully carried out**.

**6.10** The **Company** will **recognize** a bargaining unit **employee, who** has received training in **time study** methods, as an **observer** in **cases** where a work standard becomes the subject of a **grievance**. The **observer** shall have the **right** to be present during a review of work **method, time study** and calculations necessary to check the **general standard**.

## ARTICLE 7 • GRIEVANCE PROCEDURE

**7.01** The **grievance** procedures herein provided for are **among the** most important **matters** in the **successful** administration of this Agreement. The **Company** and the Union therefore **agree** that the designated grievance **procedure** as hereinafter set forth shall serve **as** and constitute **the sole and exclusive means** to be **utilized by** the grievor for the prompt disposition, decision and **final** settlement of a **grievance arising in respect of the interpretation, application, administration or alleged violation** of this Agreement, and the **specifically designated grievance procedure shall be strictly followed**. **Wherever the term "grievance procedure" is used** in this Agreement it shall be considered as including the arbitration **procedure**.

**7.02** "Grievance" shall **mean** a complaint or **claim** concerning improper discipline or discharge, or a dispute with reference to the **interpretation, application, administration or alleged violation of this Agreement**.

**7.03** The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 1 of the grievance procedure within five (5) working days from the time the circumstances upon which the grievance is based were known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be estopped or precluded at any stage of the grievance procedure from taking the position that the grievance is late and not arbitrable unless the grievance is subject to legal jurisdiction.

**7.04** All time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days", i.e., exclusive of Saturday, Sunday or the holidays set out in Article 12 hereof.

**7.05** No employee or group of employees shall have a grievance until they have discussed their complaint with their immediate supervisor. If the employee wishes, he/they may be accompanied by their steward. If the immediate supervisor does not promptly settle the matter to the employees' satisfaction an employees' proper grievance shall be processed as follows:

#### **STEP No. 1**

If an(y) employee(s) have a grievance the grievance shall, within the five (5) working days referred to in Article 7.03, be reduced to writing and presented to the Shift Coordinator. The steward will present the written grievance to his Shift Coordinator. The Shift Coordinator shall give the grievor(s) a written reply as soon as possible but not later than five (5) days after such discussion. If the Shift Coordinator's reply is not satisfactory to the grievor(s), the next step must be taken within five (5) days of the Shift Coordinator's answer, but not thereafter.

The written grievance referred to above shall identify: the facts giving rise to the grievance; the section or sections of the Agreement claimed to be Violated; the relief requested; and shall be signed by the employee(s) and countersigned by their steward.

#### **STEP No. 2**

At this step the written grievance shall be presented to the Manager concerned within the aforesaid five (5) days of receipt of the Shift Coordinator's written reply, but not thereafter.

A meeting will be held weekly for each shift between a Member of the Bargaining Committee together with the steward involved, and the Manager concerned together with other representatives of management. This meeting will be held at a mutually agreeable time and location and shall address all grievances referred from Step 1 of the grievance procedure and shall provide responses to all grievances addressed in the previous weekly Step 2 meeting.

If such Manager's reply is not satisfactory to the member of the bargaining committee the next step shall be taken within five (5) days after the delivery of such Manager's reply to the member of the bargaining committee, but not thereafter.

### STEP No. 3

At this step, the Union shall, within the aforesaid five (5) days, notify the General Manager in writing of its desire to appeal the decision of the Manager concerned at Step No. 2. Shortly thereafter, a meeting will take place between the Bargaining Committee (which may be accompanied by the International Representative of the Union) and the General Manager and any other representatives of management. The grievor shall be required to be present at the request of either party. The Company shall deliver its decision in writing to the Chairman of the Bargaining Committee within ten (10) working days of such meeting.

### STEP No. 4

In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within thirty-five (35) days from delivery of the decision at Step No. 3 to the Chairman of the Bargaining Committee, but not thereafter.

If a request for arbitration is not so given within such thirty-five (35) day period, the decision at Step 3 shall be final and binding upon both parties to this Agreement, and upon any employee involved. The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

The recipient of the notice shall within five (5) days advise the other party, in writing, of the name of its appointee to the arbitration board

The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman, within the time limited, the Minister of Labour for Ontario shall, if requested within the five (5) days from expiry of the date upon which the two appointees are to appoint a chairman (but not hereafter), forthwith appoint a qualified person to be chairman.

**7.06** The arbitration board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairman shall govern.

**7.07** The Board of Arbitration shall not be authorized to make any decision inconsistent with provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate in Step. No. 4 of Article 7.05 hereof.

**7.08** Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the chairman of the board of arbitration shall be borne equally by the two parties hereto.

**7.09** The time limits and other procedural requirements set out in this Article 7 are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The parties recognize that in some departments and on some shifts "immediate supervisor" and "Shift Coordinator" shall be the same person, and the grievance shall be filed with such person after being discussed with him as a complaint, pursuant to the provisions hereof. In the event that the Company exceeds the time limits set out in the grievance procedure, the grievance will be considered to have been carried through the applicable step of the procedure and will be advanced to the next step. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.

**7.10** A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at any step of the grievance procedure, both the Company management and the Union representatives who pass on the same as

provided herein shall sign the settlement as endorsed upon the Written grievance, so that no question or argument may arise as to what the settlement was. Either party shall have the right to require the attendance of Le grievor at any meeting held pursuant to Steps 1, 2, or 3 of the grievance procedure.

When an employee's grievance is settled by the parties or determined by the board of arbitration on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this Agreement, such reimbursement shall be retroactive to the date of the presentation of the grievance to the Company in writing. Such reimbursement shall be at the employee's regular straight time earnings for such hours as the employee would have worked for Le Company if the violation had not occurred, but there shall be subtracted therefrom any monies the employee received during such period and any Unemployment Insurance benefits received by the employee during such period.

#### 7.11 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing, within seven (7) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step No. 3 of Article 7.05. The Company or the Union, as the case may be, shall give its written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within thirty-five (35) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph 7.11 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Article 7.05 hereof shall not thereby be bypassed.

#### 7.12 (a) DISCHARGE CASES

A claim by a seniority employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step No. 3 of Article 7.05 provided a written grievance signed by the employee and his Department Steward or

Bargaining Committee is presented to the General Manager within **five (5) days** after the discharge. The **international Representative** of the Union will be **permitted** to attend the meeting held pursuant thereto, with the General Manager. The Union will not question the discharge of any probationary employee nor shall such discharge be the subject of a grievance unless such discharge was for unjust cause.

A **seniority** employee who is discharged while on the Company premises shall have the right to confer with his steward for up to **thirty (30) minutes**, in a place designated by the Company, before leaving the Plant.

**7.12 (b)** Should the parties agree or should the grievor satisfy the arbitration board that an employee has been discharged without just cause, such employee shall be reinstated as an employee without loss of **seniority** and shall be compensated in accordance with the provisions of Article 7.10 hereof

## **ARTICLE 8 - SENIORITY**

**8.01** An employee will be considered a probationary employee until he has been employed by the Company for **ninety (90) calendar days** within a twelve (12) month consecutive period. During his probationary period he will have **no seniority rights** but when such rights are acquired, seniority will be regarded as having started from the date **ninety (90) days** immediately prior to acquiring such seniority. The employee shall carry such seniority in his unit.

**8.02** The Company will post **seniority** lists once every **six (6) months** and such list shall show the employee's **seniority** and unit in which the employee holds such seniority. Subject to the provisions of this Agreement, seniority shall be by unit and plant-wide. The Company shall furnish the Union with a copy of the seniority list.

**8.03** For the purpose of applying the **seniority** provisions of this Agreement, which seniority provisions shall be applied only to the extent expressly provided in this Agreement, the present units are as follows:

- Unit No. 1** - Production operations including **Labour** Grade 99s, Compounders, Shell/Foam/Injection/Brown Technicians, Paint Technicians and **CO<sub>2</sub>** Mould Cleaner
- Unit No. 2** - **Warehouse** and Production **Drivers**



- Unit No. 3 • Maintenance Mechanic/Millwright, Maintenance Fabricator, industrial Instrument Electrician, Refrigeration/Air Conditioning Mechanic, Tooling ~~Mechanics~~, Modular Tooling ~~Specialists~~, Mould Repair, Mould Maker, Apprentices
- Unit No. 4 • Colour, Physical/Chemical, Development, Foam/Shell, Auditors, Process Verifier, QC Inspector

**New product lines or changes** in existing product lines may require additions to or changes in the foregoing unit **structure**. The Company will notify the Union of any such additions or changes. Should the Union, after being so notified, wish to discuss any such additions or changes, the Company will meet with the Union and explain or otherwise discuss the **additions** or changes.

**8.04** A **seniority** employee who is transferred to another unit by seniority on an indefinite lay-off (ie. lay-off other than layoff due to work shortage as defined herein), or on recall therefrom, shall lose seniority in his former unit (ie. in which he held unit seniority) after **ninety (90) days** worked and attain seniority in the **new** unit, after **ninety (90) days** worked in the new unit. During such **ninety day period** he shall continue to accumulate seniority in his former unit and when he attains seniority in the **new** unit he shall be credited with the **seniority** which he had in his former unit. However, if such employee's former job re-opens within such ninety (90) days in the new unit the employee shall **return** to his former job. An employee shall hold seniority in only **one (1) unit** at any one time.

A **seniority** employee who has held a job classification for a **period of 30 days** or longer, and who is reclassified due to a work shortage to a lower **rated** job classification, shall have the right to **return** to the job from which he was displaced provided that such job **reopens** within a **period of 60 days**.

in the event that the original job does not become available within **60 days** then the job will become the subject to the job posting procedure as described in Article **8.09**.

**8.05** The selection of employees for **supervisory** positions or for any position not subject to the **conditions** of this Agreement is not covered by this Agreement. A non-bargaining unit person with less than one (1) year of **service** in a salaried position who is transferred to a position within the **bargaining** unit shall be **credited** with seniority **equal** to his full accumulated service with the Company excluding the **time** worked outside the bargaining unit. Upon such transfer into the **bargaining** unit, the employee shall **exercise his seniority** to bump the least senior employee in the

**bargaining unit.** Should such job not be available the employee shall exercise his seniority **under** the provision of Article 8.07. Employees with more than **one (1)** year of **service in a salaried position shall not be transferred** back into **the bargaining unit.**

**8.06** In **filling permanent** job vacancies (except those in **respect** of positions excluded **from** the bargaining unit) and in cases of decrease or increase of **the working force**, the following **factors shall be** considered.

- a) **length of seniority;**
- b) **experience, efficiency and qualifications;**
- c) **ability to perform the essential duties of the job and reliability.**

**Where the qualifications** in factors (b) and (c) **am** relatively equal, factor (a) **shall govern.** The Company will **advise** the **Union** of the selected **candidate and will discuss the decision** with the **Union** prior to **notifying** the individual employee **concerned.**

**Where educational requirements are specified they shall be interpreted to mean** either actual academic qualification or proven and **demonstrated** ability to perform **work requiring similar qualifications.**

**8.07** When there is to be a layoff in a unit **the junior employees in the classification affected shall** be subject to be laid off **provided** the remaining employees are, in the judgement of the Company, of relatively equal skill, competency, efficiency and qualifications. **The Company will furnish the Union with a list of those employees** who are to be laid-off and **will discuss the list** with the **Union** prior to **notifying the individual employees affected by the lay-off.**

**An employee so subject to lay-off will** be assigned by the Company to work **being performed** by another employee with less **seniority** in the plant, subject **always** to the provisions of Article 8.06 hereof,

- i) an employee shall have the **option of being placed** in a job within **his own classification on his own shift, provided such a job exists** and is held by another employee with less **seniority, or if no such job exists,**
- ii) the employee **will be placed in a job** within his own classification but on another **shift, provided such job exists** and is held by another employee with less **seniority. If no such job exists, then,**

- iii) the employee **will** be placed in a lower-rated job, held by a less **senior** employee, which **he** formerly held for a **period** of at least ninety (90) **days**. Such **assignments** will be **made** whenever possible to provide the employee with **the** least wage loss practicable. If **no job exists**,
- iv) the employee **will** be placed in a labour **grade 99** position, held by a less **senior** employee.
- v) an employee **transferred** to labour **grade 99** under **the** provision of Article 8.06 and 8.07 **will** transfer at the **step** achieved in **his** prior classification. Within one **year** from **date** of transfer, the employee must **attain** the **skill** level commensurate with the **step** transferred to, or drop to the **step** that equates to the **skill** level achieved.

Notwithstanding **anything** contained herein, **the** employee **shall** not use his **seniority** **to be** assigned to a **higher** labour **grade** than **his** current labour **grade**.

Wherever used in **this Agreement**, the word "qualified" or the like, shall **mean** presently possessed of the accomplishments which **enable** **the** person to perform the work **required** in **accordance** with the **Company's** quality and production standards so that the **person performs** such work **after** being given general **information** concerning it, but does not require a **trial period** or a **training period**.

In **administering** Article 8.06 and the foregoing paragraphs of Article 8.07 hereof, the following will apply

- a) "**promotion**" shall be defined as a permanent transfer to a classification carrying a higher rate of pay **than the** employee's rate or a classification which carries a higher range of rates **than** the range of rates in the employee's classification.
- b) **Time** spent on lay-off **will** not count towards qualifying for incremental wage increases.
- c) in the event **that** a vacancy **exists** at the **time** of reduction of force the Company **shall** have the right to **assign** an employee **affected** by such a reduction of force to such vacancy, provided he is qualified to **perform** the work in **accordance** with the Company's quality and production **standards** **after** having being trained to the those standards.

- d) in the case of reduction in force involving a number of employees in one (1) week, employees affected may be laid off for a period of one (1) week without regard to seniority to allow time to make reassignment on the basis of the provisions of Articles 8.06 and 8.07 hereof.
- e) When the company implements the provisions of paragraphs (c) or (e) of this Article 8.07 the Company will advise the Bargaining Committee of the reasons thereof.
- f) In all cases of lay-off, other than layoff due to work shortage as defined in this Agreement under Article 8.08, the Company will give five (5) days notice to the employees affected of the impending lay-off.

### **8.08 LAYOFF DUE TO WORK SHORTAGE**

Work Shortage Layoff shall mean the discontinuation or reduction in hours of work due to a temporary shortage of work.

- a) in a case of work shortage layoff of less than one full week, seniority need not be considered. No seniority employee may be laid off under this provision for more than 64 working hours in any calendar year.
- b) in cases of work shortage layoff of one full week or more, an employee so subject to lay-off will be assigned by the Company to a Labour Grade 99 position, provided such job exists and is held by the least senior Labour Grade 99 employee. Employees who hold bid jobs and are assigned to a Labour Grade 99 position under this article will be paid at the job rate for their regular classification. Employees subject to layoff under this provision will not accumulate hours under Article 8.08 (a). At the end of the work shortage layoff, employees affected will return to their previous position and shift.
- c) No Absentee Pool employees will be retained when seniority employees, who are on work shortage layoff, are available, willing, and qualified to do the work.

Employees who would otherwise be sent home on work shortage layoff but who have been given an opportunity to do alternate work on their shift instead, then elect to voluntarily go home, shall not accumulate hours per Article 8.08 (a).

Employees **who** would be subject to **work shortage** layoff, **under the provisions of 8.08 (b), may elect a layoff out of seniority.**

## **8.09 JOB POSTING PROCEDURE**

The **Company agrees to advertise all permanent job vacancies for three (3) days.** AU job postings shall state **openings by shift. During the posting period the Company may temporarily fill the job as it deems proper. The Company will consider applications and apply the provisions of Article 8.06 hereof. AU employees interested in the job vacancy must make application within three (3) working days.**

Such **job posting shall apply in respect of the original vacancy and the next two (2) vacancies resulting from the filling of the original vacancy. If the bid of an employee for a particular job vacancy hereunder is accepted, such employee shall be ineligible to bid under this Article 8.09 for any job vacancy for a period of at least six (6) calendar months from the date of such successful bid and related job transfer. An employee transferred under the provisions of this Article 8.09 who is subsequently unable to meet the Company's standards of quality and production within the first ninety (90) days of such transfer, will be transferred back to his/her former position without loss of seniority or bidding rights.**

**An employee transferred under the provisions of this Article 8.09 who during the first ninety (90) days following such transfer makes request to return to his/her former position may do so. An employee electing to return to his/her former position under this provision shall forfeit any right under the job bidding procedure for six (6) months from the date of the bid closing.**

The **purpose of the job posting procedure is to provide employees with the opportunity to bid on jobs in a higher labour grade. in certain circumstances an employee may wish to bid on a job at the same or lower labour grade than the employee's existing job. in order to be eligible to bid on a job at the same or lower labour grade than the employee's current job, the employee must have held the current position for a period of not less than six (6) months.**

The foregoing provision **shall not apply to employees exercising their bidding rights under Article 8.09 for the first time, nor employees making a bid to transfer from a position to which they were appointed.**

When **new jobs are created or existing jobs are open the Company shall be able to fill such jobs for a period of thirty (30) days during which such jobs shall be**

posted **Employees working during the first thirty (30) days shall not have such time taken into consideration for qualifications.**

When an employee is *successful in obtaining a higher rated job through the bidding provisions of Article 8.09*, he shall be placed in the job within forty-five (45) days of being awarded the position. In the *event* that the employee is not placed in the new job within the thirty (30) day period, he shall be paid at the rate for the new job from the thirty-first (31st) ~~day~~ until such time as the transfer is effective provided that the new job is still available.

## **8.10 LOSS OF SENIORITY**

An employee shall lose all seniority rights and service rights if:

- a) he quits his employment;
- b) he is discharged for just cause not reversed through the grievance procedure;
- c) an employee with less than four (4) years seniority is laid off for a **paid in excess of one (1) year**; an employee with four (4) years or more of seniority is laid off for a period in excess of two (2) years.
- d) a person on lay-off fails to return to work within five (5) working days after the Company's notice of recall is sent by registered mail or telegram to the last address of the person shown on Human Resources Office records, or, if the person within three (3) working days after such notice of recall is so sent fails to notify the Human Resources Office of his intention to return to work

The foregoing provision may be waived by the Human Resources Manager in writing if the person furnishes reasons satisfactory to the Human Resources Manager for such failure on his part. In such cases of waiver, the person will not be permitted to displace another employee with less seniority who has been employed in the meantime, but will be rehired with seniority intact when employment for which he is qualified and for which he has the necessary seniority is available.

- e) an employee fails to return to work promptly after the expiration of any leave granted to him unless he is excused by the Human Resources Manager.

It shall be the duty of the employee or laid-off person to notify the Company office promptly, in writing, of any change of address or telephone number. if an employee or laid off person should fail to do this, the Company will not be responsible for the failure of a notice to reach him and any notice sent by the Company by registered mail or telegram to the address which appears on the Company's personnel records, or telephoned to the telephone number which appears on the Company's records shall be conclusively deemed to have been received by the employee or laid off person.

## 8.11 PREFERENTIAL SENIORITY

The executive officers of the Union and Bargaining Committee, not to exceed eleven (11), will be retained by the Company in the event of a lay-off affecting their unit, so long as there is work in their respective units which they are qualified to perform, notwithstanding their position on the seniority list.

## ARTICLE 9 - LEAVE OF ABSENCE

9.01 AU leaves of absence as referred to in this Agreement shall be without pay or any other form of compensation.

9.02 The Company may, in its own discretion, grant leave of absence, without pay, to any employa for legitimate personal m o n s , and any person who is absent with such permission shall continue to accumulate seniority, for a period not to exceed three (3) months, during such absence.

9.03 (a) The Company will grant leave of absence to not more than seven (7) employees in good standing at the same time for legitimate Union business. This leave of absence shall not exceed fifteen (15) working days each year per employee, and in any event not to exceed a total of one hundred fifteen (115) working days per year in respect of all such employees. in addition to the foregoing, the Company will grant an additional twenty (20) days per year leave of absence to the Resident of the Local Union, and fifteen (15) additional days per year leave for safety related Union business.

9.03 (b) An employee with seniority who is elected or selected as a full-time officer or representative of Local 889L, the United Steelworkers of America, or the International Union, upon request in writing to the Company will be granted a leave of absence for whatever time is necessary. Should he request reinstatement within

thirty (30) days **after** the termination of **the Union** position, **he will** be **reinstated in his former job**. if his former job **has** been eliminated, **he will** be **offered a similar job**. Seniority **will accumulate during** such absence.

**9.04** Any seniority employee in case of pregnancy or parental leave, certified by a qualified physician, **and giving minimum** notice of two (2) weeks to the **Human Resources Department**, will be **granted a leave** in the following manner:

- Regnancy leave - 17 weeks
- Parental **leave** - 18 weeks

If the employee is a mother **planning to take** both pregnancy and parental leave she must give notice to the Company's **Human Resources Department** that she **will** be **taking both leaves** for a total leave time of **35 weeks**. **This** notice must be given at least **two (2) weeks** before **her** pregnancy leave **ends**, or it **can** be given at the same time **as** she gives notice for pregnancy **leave**.

For the purpose of **this** clause a parent is a man or **woman** who:

- is the **birth** parent of a child
- adopts a child
- becomes a step-parent
- is in a long-lasting **relationship** with the parent of a child and intends to **treat the child as his or her own**.

**Seniority**, benefits and pension **will** accumulate during the **period** of such leaves.

Before **returning to work** the employee must provide **the Company with a** physician's certificate stating **she** is fit to **perform her** normal duties.

If the employee fails to **report to work** promptly after the expiration of the leave, she shall be considered **as having** voluntarily quit.

## **9.05 SICK LEAVE**

Any employee **who**, because of **illness** or injury **requiring an** absence from **his** job for more than **two (2) working days**, **shall**, upon furnishing satisfactory evidence to the Company of such **illness** or injury, be granted a sick leave for the **duration** of **the period** of **his** disability due to such **illness** or injury, except that at **the end** of



twelve (12) months in the case of an employee with less than four (4) years' seniority, or twenty-four (24) months in the case of an employee with four (4) years or more seniority, of continuous absence because of such illness or injury the employee's employment and seniority shall be terminated. The employee shall furnish supplementary medical evidence of disability, from time to time, as required by the Company. Failure to furnish such evidence of disability will result in the termination of the employee's employment and seniority. Before any employee on sick leave may return to work he must present a doctor's certificate stating that he has fully recovered both physically and mentally and is able to return to his regular job classification and perform such job in accordance with the Company's quality and production standards. The Company reserves the right to have any employee examined by a Company physician in connection with a sick leave.

The Company reserves the right to refuse or terminate a leave of absence under this provision if the record of the employee indicates an excessive amount of time off or recurring or repetitive time off. The determination as to what constitutes excessive, recurring or repetitive time off will be negotiated and mutually agreed upon between the Union and the Company.

For Worker's Compensation cases the maximum allowable leave of absence for seniority employees shall be forty-eight (48) months.

With respect to work-related injuries or illnesses, the parties agree that they will allow one another to review relevant files upon request.

**9.06** Employees returning from authorized leave of absence will be returned to the same job, providing such job exists, or a comparable job with a comparable rate of pay providing such a comparable job exists for which the employee is qualified.

An employee returning to work under the provision of this Article may be placed back in the work force under the provisions of Article 8.07 if his former job does not exist.

**9.07** Application for leave of absence shall be made in Writing to the employee's immediate supervisor and it will then be referred for final approval in accordance with Company policy; however, no leave will be granted for a period greater than an employee's accumulated seniority and in no case, other than as specifically set out in Article 9.05 hereof, in excess of two (2) years.

**9.08** If an employa overstays his leave of absence he is presumed to have severed employment with the Company unless he can give an explanation satisfactory to the Company for his inability to return to work on the expiry date of his leave of absence.

### **9.09 JURY DUTY**

Each seniority employee who is summoned to and reports for jury duty, or is subpoenaed as a Crown witness, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Company the difference between the employee's regular base rate exclusive of premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty or witness fee paid by the Court (not including travelling allowance or reimbursement for expenses). The Company's obligation to pay an employee for jury duty or a Crown witness under this section is limited to a maximum of sixty (60) days in a calendar year, and in order to receive payment under this section, an employee must meet all of the following eligibility requirements:

- a) the employee shall have given twenty-four (24) hours notice to the Company that he has been summoned for jury duty or subpoenaed as a Crown witness.
- b) the employa shall furnish satisfactory evidence to the Human Resources Manager that he reported for and performed jury duty or appeared as a Crown witness on the days for which he claims payment and shall furnish acceptable proof of the amount of jury pay or witness fees received by him;
- c) the employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment;
- d) when an employee is subpoenaed by the Company to testify as a witness in a grievance arbitration case the Company will reimburse the employee for lost wages at his straight time hourly rate of pay.

### **9.10 BEREAVEMENT**

- a) When death occurs in a seniority employee's immediate family (ie. current spouse, including common-law spouse, parent, parent of current spouse, step-parent, child, step-child, brother, step-brother, sister, step-sister, grandparent, spouse's grandparent or grandchild of the employee, son-in-law or daughter-in-law) the employe on request, will be excused for a period not to exceed three

(3) working days, or such fewer days as the employee may be absent, immediately following the date of death and ending of the day of the funeral providing he attends the funeral.

- b) When death occurs to an employee's sister-in-law or brother-in-law, the employee, on request will be excused for the day of the funeral provided he attends the funeral.
- c) When death occurs in a employee's immediate family and the employee, for reasons of distance or personal hardship, is unable to attend the funeral, he shall be allowed a one (1) day leave for personal grief immediately following the date of death.
- d) The employee shall not be entitled to receive any pay for any day upon which he would not otherwise be scheduled to work for the Company. Payment will be based upon the employee's straight time day work hourly rate exclusive of any premiums.
- e) in the event that the time allowed in 9.10 should not be sufficient to allow for extended travel or time involved in arranging for or attending the funeral, an unpaid leave of absence will be granted to cover a reasonable period of time. The Company will maintain all seniority and benefits including pension

**9.11** A member of the Bargaining Committee who is temporarily assigned by the Company to another operation because of his frequent absence in connection with Bargaining Committee activities, will not undergo a reduction in his hourly rate because of such assignment. When his frequent absence is no longer required, he will be reinstated to his regular job.

## ARTICLE 10 - OVERTIME

**10.01** For the purpose of computing overtime and premium pay, the regular work day is eight (8) hours and the regular work week is forty (40) hours, unless otherwise scheduled.

The work week shall be a calendar week beginning at 12:01 a.m. Monday morning, except that in the case of shifts beginning on Sunday evening the work week shall begin at the starting hour of the shift on Sunday evening. A work day shall consist of the twenty-four (24) hours from midnight to midnight.

The provisions of this Article 10 are for the purpose of computing overtime and shall not be construed as a guarantee or limitation of hours of work per day or per week nor as a guarantee of working schedules.

### 10.01 (a) – HOURS OF WORK

An employe whose scheduled shift starts on or after 5:00 a.m. but before 12:30 p.m. shall be deemed to be working on the first (day) shift; an employe whose scheduled shift starts on or after 12:30 p.m. but before 9:00 p.m. shall be deemed to be working on the second (afternoon) shift; and an employe whose scheduled shift starts on or after 9:00 p.m. but before 5:00 a.m. shall be deemed to be working on the third (midnight) shift.

The regular work week shall be one of forty (40) hours. For a three shift operation, the shifts are normally of eight (8) hours duration. Single shift or two-shift operations will be of eight (8) or eight and one half (8½) hours duration. Eight and one half hour shifts are inclusive of a 30 minute unpaid lunch.

The Company will give the Union and the employees affected as much notice as reasonably possible of any change in normal shift schedules.

Employes working on the second (afternoon) shift shall not be scheduled to work overtime on weekends with a starting time less than eight (E) hours following the completion of their regular shift.

**10.02** In determining the hours worked by the employee for the purpose of entitlement to overtime pay, hours not worked because of a paid holiday, bereavement leave, jury duty, lay-off, leave of absence necessitated by an unavoidable problem provided written leave is requested and secured not later than the day prior to the date of the leave, shall be counted as if worked. When the company requires that additional work be performed per day or per week, such additional work shall be compensated for at the rates set forth below:

- a) Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) straight time hours in any one (1) day, provided, however, that this rule will not apply when an employe is required to work more than eight (E) hours in the day or forty (40) hours in the week because of:

- i) a transfer resulting from the lay-off and recall procedure or permanent transfer procedure;
  - ii) a change in shift or exchange of shifts requested by the employee and consented to by the supervisor;
  - iii) the granting of a request for transfer.
- b) Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) straight time hours worked in any one (1) work week, or, for work performed upon Saturday.
- c) Employees on the third shift (midnight shift) shall be paid time and one-half (1 1/2) for all hours worked in excess of eight (8) straight time hours in any one (1) work day and shall be paid time and one-half for hours worked on Saturday.
- d) Time and one-half (1 1/2) shall be paid for all time worked on the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Christmas Eve and Boxing Day. There shall be four (4) additional designated paid holidays. whenever any of the above enumerated holidays occur on a Saturday or Sunday, the holiday will be observed on the Monday after such holiday, excepting any holiday that falls within a plant shutdown. whenever any of the above enumerated holidays occur within the period of an employee's vacation, he shall substitute the first working day following the vacation period for the holiday, excepting when such holiday falls within a plant shutdown.
- e) Double (2) time will be paid for all time worked on Sunday.

### 10.03 REPORTING PAY

Any employee who properly reports for work at the beginning of his regular shift, unless he has been notified in advance not to report, will receive at least four (4) hours' work or shall be paid for four (4) hours at his regular straight time earnings, except in cases of labour disputes, machinery, equipment, power or other utility breakdowns, fire, flood or any other causes, without limitation, beyond the control of the Company. in cases where an employee properly reports for his regular shift and the equipment or machinery breakdowns prevent him from completing at least four (4) hours of work the employee shall be given four (4) hours of alternate work or shall

be paid sufficient to bring his **earnings** for the day to the **equivalent** of four (4) hours at his regular straight time rate. Where an **employee** reports for work on his **regular shift** and is **sent home with instructions** to report on a later shift, he shall be paid for two (2) hours **subject to the same exceptions and conditions as set forth** in this section. An **employee, other than an employee who reports for work on his regular shift and is sent home with instructions to report on a later shift, who does not accept available work when offered** shall not be entitled to payment for reporting.

When an **employee has not been working because of illness, leave of absence or any other cause**, it shall be his **responsibility** to arrange with the Company for his **return** to work at least one (1) **but not more than two (2)** regular working days prior to the time of his **intended return**. It is the **employee's duty** to **keep the Human Resources Office informed** of his correct address and telephone number, and the Company will not be liable for any payment unless such arrangements have **been** made.

### **10.03 (a) STAND-BY-PAY**

An **employee who is required** by the Company to hold himself ready and available to be called in to perform work on a Saturday, Sunday or designated holiday will be paid four (4) hours' pay at his straight time rate of pay exclusive of premiums for each twenty-four (24) hour **period** he is **required** to stand-by subject to the following:

- a) Stand-by pay shall be paid in addition to any pay that the employee may be entitled to under the provisions of Article 10.04 hereof.
- b) Stand-by duty shall not be considered to be time worked.

**10.04** An employee called in to do emergency work will be paid a minimum of four (4) hours' pay for such work at his regular rate. When an employee, after leaving the plant at the completion of his **shift**, is notified to report for work four (4) hours or less prior to his regular **starting** time and he is expected to work through and complete his **regular shift**, he will be paid for the hours worked outside his regular **shift on an overtime basis** if, due to a work shortage layoff, his **regular shift** is less than eight hours in duration.

**10.05** When overtime is scheduled to be performed by employees in a unit the Company will endeavour as far as practicable to equitably allocate the overtime among qualified employees of the unit who **presently and normally** perform the major

or dominant portion of the work required. However, the Company shall not be required to interrupt production lines or group operations. An employee on an individual option or assignment will not be displaced for overtime occurring at the end of a regular shift. Employees who are absent from work for any reason shall be considered not available for the allocation of overtime and shall not be entitled to be called in.

**10.06** It is not the intention of the parties to this Agreement that the Company shall be held to an obligation of equal allocation of overtime but is only intended to be a general rule for the guidance of the Company in allocating overtime. An employee who is justifiably aggrieved as a result of the Company's failure to follow this general rule shall not be entitled to money payment for overtime which has not been allocated to him in the past but shall be entitled to be allocated future overtime to restore him to a relatively equitable position with those other qualified employees in the department who presently and normally perform the option upon which the aggrieved employee is involved

**10.07** Employees working on the second (afternoon) shift shall receive fifty five cents (\$0.55) per hour as a shift bonus, and employees working on the third (midnight) shift shall receive fifty five (\$0.55) per hour as a shift bonus. The shift bonus will increase to sixty cents (\$0.60) per hour effective January 1, 2004, and sixty-five cents (\$0.65) effective January 1, 2006.

If an employee is working a regular shift he shall be paid the shift bonus, if any, of the shift to which he assigned for all hours worked even though the hours worked extended into another shift.

**10.08 (a)** Single shift or two-shift operations which are scheduled for eight (8) hours or more shall have two (2) ten minute breaks as well as a thirty (30) minute unpaid lunch period.

**10.08 (b)** For shifts scheduled on an eight (8) hour continuous operation, there shall be two (2) ten minute breaks as well as a twenty minute paid lunch period.

**10.08 (c)** When the Company requires more than two (2) consecutive hours of work immediately following the completion of a full eight (8) hour shift of work, an employee shall be entitled to a rest period of ten (10) minutes to be taken at the beginning of the overtime hours.

**10.08 (d)** An employee who during his regular shift is requested to work four (4) or more hours of overtime immediately following his regular shift shall receive a meal allowance of five dollars and seventy-five cents (\$5.75). The aforesaid allowance will increase to six dollars (\$6.00) effective January 1, 2005.

**10.09** In instance where an employee is notified prior to his/her normal starting time that the shift will be delayed and is requested to remain available for work later in the day and the shift is subsequently cancelled, the employee shall receive two (2) hours pay at his/her regular straight time rate.

## ARTICLE 11 - VACATIONS

**11.01** Wherever the term "vacation year" is used in this Agreement it shall mean the year from July 1st to the following June 30th.

**11.02** The employee shall be entitled to an annual vacation in accordance with the following schedule on the basis of his service (ie. seniority) at June 30th in each year.

- Less than one (1) year of service (seniority) - four percent (4%) - one (1) @ vacation, to a maximum of nine (9) days, for each month of service in excess of three (3) months;
- One (1) year of service (seniority) but less than five (5) years as at June 30th - two (2) weeks;
- Five (5) years or more of service (seniority) as at June 30th - three (3) weeks;
- Twelve (12) years or more of service (seniority) as at June 30th - four (4) weeks;
- Twenty (20) or more years of service (seniority) as at June 30th - five (5) weeks.

**11.03** The first three weeks of the employee's vacation entitlement shall be taken in accordance with the line vacation schedule. Any additional vacation time may be taken at any time of the year with the prior approval of the employee's supervisor.



In the event that the employee does not have sufficient vacation entitlement for the period of the line shutdown, or if the line vacation schedule is greater than three weeks, the provisions of Article 8.08 (b) will apply.

**11.04** Pay for the vacation to which the employee is entitled hereunder will be two percent (2%) of wages earned in the vacation year for each week of vacation entitlement. "Wages earned" as used in this Article 11.03 shall include vacation pay received by the employee during the vacation year.

Employees will have the option of receiving vacation pay in a lump sum payment on June 30<sup>th</sup>, or by week in accordance with the line vacation schedule and any additional approved requested vacation time. Employees must make this election by January 31 of each calendar year.

Employees will be issued with a semi-annual statement of their accrued vacation monies on request.

**11.05** In cases where employees have less than 1,000 hours worked in the vacation year, and have received WSIB benefits during the vacation year, the vacation pay calculation shall include a credit for forty (40) hours for each full week during which such employee received WSIB benefits in addition to total earnings from the Company.

The vacation pay shall be reduced by the amount of WSIB benefits paid for the vacation days.

This section will only apply during the first year of the WSIB absence.

## ARTICLE 12 -DESIGNATED HOLIDAYS

**12.01** Employees shall be paid, as provided hereinafter, for New Year~~4~~ Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Christmas Eve, and Boxing Day, providing they meet all of the following eligibility rules unless otherwise provided herein:

- a) The employee has seniority as of the date of the holiday; and

- b) **The employee must have worked the last full scheduled work day prior to and the first full scheduled work day after the holiday.**

**The Company may, in its discretion, excuse an employee who provides a reason satisfactory to the Company for his failing to comply with the provisions of this Article 12.01 (b).**

- c) **An employee on approved leave of absence or lay-off who would otherwise qualify for holiday pay hereunder, shall receive holiday pay only if he has worked at least one (1) scheduled work day in the five (5) calendar days immediately preceding the holiday and one (1) scheduled work day in the five (5) calendar days immediately following the holiday.**

**12.02** There shall be four (4) additional designated paid holidays, making a total of fourteen (14) to be taken at a time designated by the Company after discussion with the Union. It is understood that the additional holidays will be used first in conjunction with the Christmas Shutdown period December 24th to January 1st. The Canada Day Holiday will be observed by the line and associated support groups on the work day that the line's customer observes the holiday. The eligibility rules set out in Article 12.01 hereof shall also apply to the eleventh, twelfth, thirteenth, and fourteenth designated paid holidays. A schedule of holidays is contained in Appendix (b).

**12.03** An employee who qualifies under the provisions set forth in Article 12.01 hereof shall receive pay for his normal number of daily hours not exceeding eight (8) for each of the holidays specified in Articles 12.01 and 12.02 hereof, computed at his straight time base hourly rate of pay exclusive of any premiums.

**12.04** When a holiday falls during a seniority employee's vacation such holiday shall be observed on the first Monday following completion of the employee's vacation.

**12.05** Employees who agree to work on a holiday and then fail to report for and perform such work, without a reason acceptable to the Company, shall not receive holiday pay under this Section.

## ARTICLE 13 -SAFETYAND HEALTH

**13.01** The Ontario **Health and Safety Act** as it **pertains** to the activities of the company shall be considered as a **minimum standard** for **conditions** in the plant.

An employee or group of employees who have **good reason to believe** they are being **required** to work under conditions **likely to endanger himself/herself** or fellow **workers** shall inform the employer or supervisor of their **refusal to perform** said work. The **employer/supervisor shall** comply with the **procedures** as set out in **Section 43** of the **Occupational Health and Safety Act** in effect at **the time of the signing of this collective agreement.**

**13.02** An employee who is injured during **working hours** while properly performing his **duties** of employment and who **is sent home from work by the Company** or by a physician, shall be paid for the **time lost on the day he was injured** at his regular **straight time rate of pay** for the **unexpired** portion of his scheduled work day.

**13.03** No employee shall be **assigned** to a job that has previously been **refused** by another employee on health and **safety grounds** until he/she has been thoroughly informed of **the reasons** in the presence of a union **health and safety** representative or designate.

**13.04** For active **seniority** employees who are eligible, and "eligible" shall mean:

- i) single employees;
- ii) employees who are **married** or have dependants and whose **spouse is not receiving similar benefits at his or her place of employment, the following shall apply.**

The Company **agrees** to obtain **insurance** to provide the following **benefits:**

- a) A non-compensable **Sickness and Accident Weekly Indemnity Plan** to provide a benefit of **sixty-six and two-thirds percent (66 2/3%)** of the employee's **basic wage** for a **fifteen (15) week period** commencing upon the **first day of accident** or hospitalization due to **illness** or the **fifth working day of sickness** to a

maximum amount in accordance with the Unemployment Insurance Commission maximum period.

AU employees who have completed more than three (3) years of continuous service with the Company will be provided with the aforementioned benefits for up to twenty-six (26) weeks commencing upon the first day of accident or hospitalization due to illness or the fifth working day of sickness to a maximum amount in accordance with the Unemployment Insurance Commission maximum. The Company shall be entitled to retain one hundred percent (100%) of U.I.C. premium savings.

b) Life insurance and A.D.&D. - Tam insurance

- Effective January 1, 2002 - \$31,000
- Effective January 1, 2003 - \$32,000
- Effective January 1, 2004 - \$33,000
- Effective January 1, 2005 - \$34,000
- Effective January 1, 2006 - \$35,000

c) Major Medical Plan with deductible \$25.00 • no co-insurance.

d) Dental Plan • the Company will provide a dental care plan. Details of the Plan are covered in the Group insurance booklet.

e) The Company will provide a pay direct Prescription Drug Plan with a \$2.00 per prescription fee.

13.05 a) For seniority employees the Company agrees to pay one hundred dollars (\$100.00) toward the cost of one (1) pair of safety boots per calendar year. This amount will increase to one hundred and five dollars (\$105.00) effective January 1, 2005 and one hundred and ten dollars (\$110.00) effective January 1, 2006.

b) The Company will provide a subsidy for protective workwear for eligible employees. Eligible employees will be those who normally perform the jobs of general maintenance, tooling maintenance and project maintenance, lab, process, tool and machine technicians, compounding, quality and quality inspection, environmental service, and product verifier.

Employees who **are** eligible for laundry services under Occupational Health and Safety regulations shall not be entitled to the protective workwear subsidy.

The amount of the subsidy will be a maximum of **\$50** per calendar year. Reimbursement will be subject to the employee furnishing the Company with proof of purchase.

**13.06** (a) The Company will pay the cost of prescription safety glasses at intervals of not less than twenty-four (24) months. The cost will be for lenses and frames only which comply to C.S.A. industrial standards, purchased through the Company.

(b) Family Eye Care

The Company will provide a Family Eye Care Plan providing a benefit of **\$250** once during a two year period. This includes prescription eye wear and prescription contact lenses.

(c) RRSP/DPSP Savings Plan

The Company agrees to maintain a group Registered Retirement Savings Plan (RRSP) to which employees may contribute through payroll deduction. The Company will match employee contributions at a rate of **35** percent of employee contributions to a maximum employee contribution rate of **5** percent of base wage. The Company contribution will be paid into a Deferred Profit Sharing Plan (DPSP). The Company reserves the right to modify the plan or to merge the plan with any other plan when and if these options become available.

**13.07** Such benefits and plans are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions. If the Company changes benefit carriers during the life of this agreement, the Company will insure that the negotiated benefits are maintained.

**13.08** No grievance may be processed in support of a claim or dispute with respect to the aforesaid plans, and the decision of the insurer or governmental agency involved will be final and binding upon the parties hereto and upon any employee

affected thereby. Nothing contained herein shall prevent the employee or the Union from taking the matter up with the insurance company or governmental agency involved

**13.09** The Company agrees to pay employees up to two (2) hours at their straight time earnings rate for time taken to attend a medical examination required by the Company. This provision shall apply to seniority employees only.

**13.10** The Company will ensure that any employee required to work alone in the plant or large area of the plant shall be protected by a patrol or check by supervisory or security personnel on at least an hourly basis.

**13.11** In the event of a lay-off or plant closure, other than as a result of a strike or lockout, the Company shall provide coverage under the benefit programs outlined in this Article 13 for a period of ninety (90) days following the lay-off or plant closure. The foregoing provisions shall apply to all employees with three (3) or more years of seniority at the date of the lay-off or plant closure.

## **ARTICLE 14 - GENERAL**

**14.01** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **14.02 BULLETIN BOARDS**

The Company will provide a bulletin board for the convenience of the Union in posting notices of Union activity and Union educational material. All such notices must be signed by the proper officer of the Union and submitted to the Manager or his authorized representative for approval before being posted. With the exception of notices limited strictly to time, place and speaker, there shall be no posting of political

matter. Furthermore, there shall be no posting of matter adverse to the Company or its management.

**14.03** If any provision of this Agreement is in conflict with any existing or future provincial or federal law, such provision shall become inoperative, but the validity of the remainder of this agreement shall not thereby be impaired and shall remain in full force and effect.

#### **14.04 NO DISCRIMINATION**

The Company and the Union agree that they will not discriminate against, restrain or influence any employee solely because of race, religious affiliation or national origin.

**14.05** The parties agree to maintain high standards of safety and health in the workplace and to cooperate in the continuing objective of developing a safe work environment. The parties agree to maintain the standards of safety, health, sanitation and work conditions in the Plant required by law. In addition, in the event that the Occupational Health and Safety Act of Ontario is modified during the life of this agreement, the parties agree to adhere to the following principles currently included in the act:

- i) The internal responsibility system;
- ii) The existence of, and powers of the Joint Health & Safety Committee; and
- iii) The requirement for and mining of certified members.

**14.06** When the Company des rules and regulations governing the operation of the Plant and posts same on the bulletin boards, violation of any of such rules and regulations by an employee will result in disciplinary action up to and including discharge. The Company will provide the Union with copies of such rules and regulations at the time they are posted, as well as provide the Union with copies of the policies, procedures and rules that form part of the orientation process for bargaining unit employees. The parties agree to meet to discuss any changes to such rules and regulations prior to implementation. The Company will give the Union notice of any major changes in the rules and regulations.

#### 14.07 SAFETY COMMITTEE

The Company and the Union agree to establish a Safety Committee comprised of **ten (10) people**, five (5) from the Company and five (5) from the Union. It shall be the duty of this Committee to meet once a month or **more often if necessary** to discuss the **safety of the plant**. **Meetings of the Safety Committee** will be chaired on **alternate months** by the Safety Coordinator and the Union Safety Chairperson. The Safety Committee will also make a **safety inspection** tour of the plant each **month**.

The Company recognizes that it is **beneficial** for members of the Joint Health and Safety Committee to **attend the annual USWA R/PIC Joint Labour/Management Health and Safety Symposium**. The Company will grant leave to **up to two (2) union members of the Joint Health and Safety Committee** to attend the **annual conference** and will **compensate the selected employees** to a maximum of eight hours **at their straight time hourly rate** for two days of training. The leave for the **conference** will not be **accrued** toward the **annual leave allowance** under Article 9.03 of the Collective Agreement.

#### 14.08 PENSION PLAN

- a) The Pension Plan entitled "**Textron Automotive Interiors, Hourly-Rated Employees' Pension Plan, Port Hope, Ontario**", shall remain in **effect** throughout the life of this Agreement.
- b) The Company will provide for **credited service** prior to January 1, 2002, to have **pension benefits of twenty-five dollars and fifty cents (\$25.50) per month/per year of service**.
- c) The **pension benefits will increase as follows:**
  - **Effective January 1, 2003 - \$26.50 per month/per year of service**
  - **Effective January 1, 2004 - \$27.50 per month/per year of service.**
  - **Effective January 1, 2005 - \$28.50 per month/per year of service.**
  - **Effective January 1, 2006 - \$32.50 per month/per year of service.**



**14.09** The Company's **Trades Training Program** shall remain effective during the life of this **Agreement**.

The Company and the **Union** have **agreed** to mutually **work** toward **continued educational** development programs which will **enhance** employees' development personally and professionally.

**Successful** incumbents will meet the **skill requirements established** for skilled trades as **set forth** under the **Ministry of Skills Development and Collins & Aikman**.

Upon successful completion of the training program if a position is not available, the employee will return to the **last** position held in **line** with **his** seniority.

- a) Whenever the company **installs new** equipment or **machinery** or **modernizes** existing equipment or **machinery**, the company shall provide an **adequate training** program for the operators and support staff of the craft or **crafts** involved. There will be no **expenses incurred** by the employee.

#### **14.10 EMPLOYEE INVOLVEMENT**

The parties to this **Agreement** recognize that employee involvement at all levels of the **organization** is critical to the long term **well-being** of the Company. While employee involvement will be **encouraged** it shall in no way **affect** the **Collective Agreement** and/or **grievance** procedure **contained** herein.

**14.11** The company agrees that the Pension Plan, the Health Insurance Program and the letters of **understanding** referenced in this agreement shall form **part** of this **Agreement**.

**14.12** **Skilled Trades** employees will be paid two **hundred (\$200)** dollars for tool allowance. Payment to be **made** on **February 01 (1st)** of **each year**.

Skilled Trades shall mean:

- 1) Maintenance **Mechanic/Millwright**
- 2) Maintenance Fabricator
- 3) industrial **Instrument** Electrician
- 4) Refrigeration/Air Conditioning Mechanic
- 5) Tooling Mechanics
- 6) Modular Tooling Specialists
- 7) Mould Repair
- 8) Mould Maker
- 9) Apprentices

## ARTICLE 15 -WAGES

**15.01** The wages **set** forth in Schedule "A" hereto shall represent the **minimum** rates to **be** in effect during **the** life of **this** Agreement.

**15.02** in **the** event a grievance **arises** out of a new or changed **standard**, it **shall** be subject to **the** following grievance procedures:

- 1) When Management establishes a **new standard** or changes an **existing standard** on **the** job, **the** Union, if it does not agree with such **standard after** a **period** of not less than **thirty (30) days** nor more than **forty-five (45) days** after such new **standard** or change is put into **effect**, may, within **the foregoing period** file **written grievance**. A meeting will be held **between the** Company and **the** Union within five **(5) days** of receipt of such written grievance. The Company will give its written decision within **three (3) days** of such meeting.
- 2) if the Company's decision is not satisfactory to **the** Union, the Union shall, within five **(5) days** of receipt of **the** Company's decision, but not **thereafter**, file a request in writing that a joint **study be made** by a **representative selected** by the Company and an **industrial** Engineer **representative** of the Union. The representative of the Company **and** the Union will jointly **study the job and** agree to a resolution of the grievance in writing. Each party **shall bear the cost** and **expenses** of the representative which it appoints.

**15.03 SENIORITY BONUS**

Employees shall be paid an additional five cents (.05) per hour for each five years of seniority.

**ARTICLE 16 -DURATION**

**16.01** This Agreement shall become effective on the 1st day of January, 2002, and shall remain in full force and effect until the 31st day of December, 2006.

**16.02** Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 31st day of December, 2006.


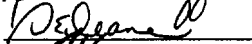

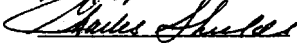

DATED AT PORT HOPE, ONTARIO THIS 6th DAY OF NOVEMBER, 2001.

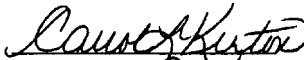
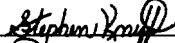
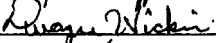
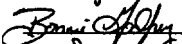
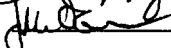
**COLLINS & AIKMAN**

**UNITED STEELWORKERS OF AMERICA AND ITS LOCAL 889L**

**FOR THE COMPANY :**

**FOR THE UNION:**

  
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item 15.03 above should read:

**15.03 SENIORITY BONUS**

Employees shall be paid an additional five cents (.05) per hour for each five years of seniority.

# PAY RATES AND LABOUR GRADES

EFFECTIVE JANUARY 1, 2002

<b>Labour Grade</b>	<b>step 1 (Hire)</b>	<b>Step 2 (90 Days)</b>	<b>Step 3 (180 Days)</b>	<b>step 4 (270 Days)</b>	<b>Step 5 (Merit)</b>
11	14.87	15.42	16.01	16.56	17.33
12	15.23	15.81	16.42	17.05	17.82
15	16.26	16.92	17.61	18.27	19.25
17	16.96	17.73	18.46	19.16	20.06
19	17.72	18.47	19.25	20.06	21.08
20	18.08	18.85	19.69	20.58	21.60
21	18.45	19.25	20.13	21.00	22.04
99	15.83	16.04	16.22	16.45	
<b>Skilled Trades:</b>					
15	17.40	18.06	18.75	19.44	20.44
17	18.10	18.85	19.63	20.35	21.26
19	20.92	21.72	22.52	23.33	24.35
20	21.60	22.41	23.26	24.14	25.16
21	22.60	23.41	24.30	25.16	26.20

## PAY RATES AND LABOUR GRADES

EFFECTIVE JANUARY 1, 2003

Labour Grade	Step 1 (Fire)	Step 2 (90 Days)	Step 3 (180 Days)	Step 4 (270 Days)	Step 5 (Merit)
11	15.32	15.88	16.49	17.06	17.85
12	15.69	16.28	16.91	17.56	18.35
15	16.75	17.43	18.14	18.82	19.83
17	17.47	18.26	19.01	19.73	20.66
19	18.25	19.02	19.83	20.66	21.71
20	18.62	19.42	20.28	21.20	22.25
21	19.00	19.83	20.73	21.63	22.70
99	16.30	16.52	16.71	16.94	
<b>Skilled Trades:</b>					
15	17.92	18.60	19.31	20.02	21.05
17	18.64	19.42	20.22	20.96	21.90
19	21.55	22.36	23.20	24.03	25.08
20	22.25	23.08	23.96	24.86	25.91
21	23.28	24.11	25.03	25.91	26.99

# PAY RATES AND LABOUR GRADES

**EFFECTIVE JANUARY 1, 2004**

<b>Labour Grade</b>	<b>step 1 (Hire)</b>	<b>Step 2 (90 Days)</b>	<b>Step 3 (180 Days)</b>	<b>Step 4 (270 Days)</b>	<b>Step 5 (Ment)</b>
11	15.78	16.36	16.98	17.57	18.39
12	16.16	16.77	17.42	18.09	18.90
<b>15</b>	17.25	17.95	18.68	19.38	20.42
17	17.99	18.81	19.58	20.32	21.28
19	18.80	19.59	20.42	21.28	22.36
20	19.18	20.00	20.89	21.84	22.92
21	19.57	20.42	21.35	22.28	23.38
<b>99</b>	16.79	17.02	17.21	17.45	
<b>Skilled Trades:</b>					
15	18.46	19.16	19.89	20.62	21.68
17	19.20	<b>20.00</b>	20.83	21.59	22.56
19	22.20	23.03	23.90	24.75	25.83
20	22.92	23.77	24.68	25.61	26.69
21	23.98	24.83	25.78	26.69	27.80

## PAY RATES AND LABOUR GRADES

EFFECTIVE JANUARY 1, 2005

Labour Grade	Step 1 (Hire)	Step 2 (90 Days)	Step 3 (180 Days)	step 4 (270 Days)	Step 5 (Merit)
11	16.25	16.85	17.49	18.10	18.94
12	16.64	17.27	17.94	18.63	19.47
15	17.77	18.49	19.24	19.96	21.03
17	18.53	19.37	20.17	20.93	21.92
19	19.36	20.18	21.03	21.92	23.03
20	19.76	20.60	21.52	22.50	23.61
21	20.16	21.03	21.99	22.95	24.08
99	17.29	17.53	17.73	17.97	

### Skilled Trades:

15	19.01	19.73	20.49	21.24	22.33
17	19.78	20.60	21.45	22.24	23.24
19	22.87	23.72	24.62	25.49	26.60
20	23.61	24.48	25.42	26.38	27.49
21	24.70	25.57	26.55	27.49	28.63

## PAY RATES AND LABOUR GRADES

EFFECTIVE JANUARY 1, 2006

Labour Grade	Step 1 (Eire)	Step 2 (90 Days)	Step 3 (180 Days)	Step 4 (270 Days)	Step 5 (Merit)
11	16.74	17.36	18.01	18.64	19.51
12	17.14	17.79	18.48	19.19	<b>20.05</b>
<b>15</b>	18.30	19.04	19.82	20.56	21.66
17	19.09	19.95	20.78	21.56	22.58
19	19.94	20.79	21.66	22.58	23.72
20	20.35	21.22	22.17	23.18	24.32
21	20.76	21.66	22.65	23.64	24.80
99	17.81	18.06	18.26	18.51	

### Skilled Trades:

15	19.58	20.32	21.10	21.88	23.00
17	20.37	21.22	22.09	22.91	23.94
19	23.56	24.43	25.36	26.25	27.40
20	24.32	25.21	26.18	27.17	28.31
21	25.44	26.34	27.35	28.31	29.49



## SCHEDULE OF STATUTORY AND DESIGNATED HOLIDAYS

	<u>2002</u>	<u>2003</u>	<u>2004</u>
New Year's Day	January 1 - Tuesday	<b>January 1</b> - Wednesday	January 1 - Thursday
<b>Good</b> Friday	March 29 - Friday	April 18 - Friday	April 9 - Friday
Designated Holiday	April 1 - Monday	April 21 - Monday	April 12 - Monday
Victoria Day	May 20 - Monday	May 19 - Monday	May 24 - Monday
Canada Day	*	*	•
Civic Holiday	August 5 - Monday	August 4 - Monday	August 2 - Monday
<b>Labour</b> Day	<b>September 2</b> - Monday	September 1 - Monday	September 6 - Monday
Thanksgiving Day	<b>October 14</b> - Monday	<b>October 13</b> - Monday	October 11 - Monday
Christmas Eve	<b>December 24</b> - Tuesday	<b>December 24</b> - Wednesday	December 24 - Friday
<b>Christmas</b>	<b>December 25</b> - Wednesday	<b>December 25</b> - Thursday	December 27 - Monday
<b>Boxing</b> Day	<b>December 26</b> - Thursday	<b>December 26</b> - Friday	December 28 - Tuesday
Designated Holiday	<b>December 27</b> - Friday	<b>December 29</b> - Monday	<b>December 29</b> - Wednesday
Designated Holiday	December 30 - Monday	December 30 - Tuesday	December 30 - Thursday
Designated Holiday	December 31 - Tuesday	<b>December 31</b> - Wednesday	<b>December 31</b> - Friday

\*aligned with **customer** vacation schedule

## SCHEDULE OF STATUTORY AND DESIGNATED HOLIDAYS

	<u>2005</u>	<u>2006</u>
New Year's Day	January 3 - Monday	January 2 - Monday
Good Friday	March 25 - Friday	April 14 - Friday
Designated Holiday	March 28 - Monday	April 17 - Monday
Victoria Day	May 23 - Monday	May 22 - Monday
Canada Day		•
Civic Holiday	August 1 - Monday	August 7 - Monday
Labour Day	September 5 - Monday	September 4 - Monday
Thanksgiving Day	October 10 - Monday	October 9 - Monday
Christmas Eve	December 23 - Friday	December 22 - Friday
Christmas	December 26 - Monday	<del>December 25</del> - Monday
Boxing Day	December 27 - Tuesday	December 26 - Tuesday
Designated Holiday	December 28 - Wednesday	December 27 - Wednesday
Designated Holiday	December 29 - Thursday	December 28 - Thursday
Designated Holiday	December 30 - Friday	December 29 - Friday

\*aligned with customer vacation schedule



North American Automotive Interior Systems  
128 Peter Street, P.O. Box 300  
Port Hope, Ontario L1A 3W4  
Phone: 905-885-7231

## LETTER OF UNDERSTANDING#1

December 3, 1981

United Steelworkers of America  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

Dear Sirs and Mesdames:

### Re: Grievance Meetings

The Company and the Union agree that from time to time, meetings between the parties, for reasons of resolution of a grievance, may extend beyond the normal working hours of the persons involved. The Company will, in attempting to schedule such meetings, endeavour to hold them at times most convenient to the employees involved and to minimize the amount of time spent outside of regular working hours. However, in cases where a meeting extends beyond the normal working hours of the participants or is held at a time other than one which falls within the employees' regular shift, no compensation will be made to the employee for such time.

Yours very truly,

COLLINS & AIKMAN

A handwritten signature in cursive script that reads "Dianne Huffman".

Dianne Huffman  
Human Resources Manager

## LETTER OF UNDERSTANDING#2

January 27, 1998

United Steelworkers of America  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

Dear Sirs and Mesdames:

### Re: Shift Changes

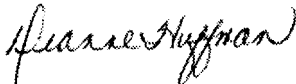
1. The Company and the Union agree that seniority employees who wish to change shift other than as a result of bidding pursuant to Article 8.09 shall place their name on the shift transfer request list, indicating what shift they wish to transfer to. When a vacancy occurs in the same classification on the desired shift, the transfer will be effected on the basis of the employee's seniority. If no such vacancy exists, but a vacancy exists in LG 99 on the desired shift, the most senior employee will be assigned to the job providing he has so indicated on the shift transfer request list. This procedure shall take place prior to the posting of vacancies.
2. Employees who exercise their right to transfer on to an alternative shift forfeit the right to bid under the provisions of Article 8.09 for a period of six months from the date of transfer.
3. If honouring a shift transfer results in an opening on the day shift only, one additional shift transfer will be honoured.
4. The shift transfer list will be reviewed once a month for compatible moves by seniority. A compatible move is one in which two seniority employees on the shift transfer list who desire transfers to each other's shift, change positions. To be eligible, employees must hold the same job classification

and be capable of performing the essential duties of the other's job. Up to three compatible moves may be effected during each month.

5. Employees may turn down two offers to transfer before their name comes off the transfer list and are not eligible to request another transfer for six months. Employees who accept a transfer may not make another transfer request for six months.
6. Employees who transfer shifts will be given the training on the new job specified by the QS 9000 on-the-job training schedule. Employees who fail to meet the Company's standards for production and quality in the time specified by the training schedule will be returned to their previous shift and will have forfeited one of their offers to transfer specified in paragraph 5. If the employee was transferred as part of a compatible move, both employees affected will be returned to their previous shift.

Yours very truly,

COLLINS & AIKMAN



**Dianne Huffman**  
Human Resources Manager

**LETTER OF UNDERSTANDING #3**

September 7, 1984

United Steelworkers of *America*  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

**Dear Sirs and Mesdames:**

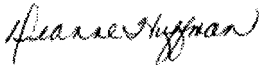
**Re: Disciplinary Notations**

The Company **agrees** that when occasion **arises** to issue a disciplinary letter of notation to an employee, the following **guidelines** will apply:

1. The notation will be **issued** not more **than** three (3) working **days** following the infraction to which it refers.
2. The notation will be issued to the **employee(s)** concerned with copies to the Union Steward for the appropriate **area** and to the employee's personnel file.
3. Should a **period** of twelve (12) months lapse **between** the issuance of a notation and the issuance of any subsequent related notation, the **original** notation will not be used in a disciplinary **manner** against the employee.

**Yours** very truly,

COLLINS & AIKMAN



**Dianne Huffman**  
Human Resources Manager



North American Automotive Interior Systems  
128 Peter Street, P.O. Box 300  
Port Hope, Ontario L1A 3W4  
Phone: 905-885-7231

## LETTER OF UNDERSTANDING#4

December 3, 1984

United Steelworkers of *America*  
AFL-CIO-CLC, Local 889

Attention: Bargaining *Committee*

Dear Sirs and *Mesdames*:

Re: *Wages and Inflation (as agreed between parties)*

Should the inflation *rate* exceed the *total* wage *increases* granted during the first 2 years of this *agreement*.

The Company agrees to meet with the Union and *this* meeting will be for the purpose of adjusting the 3rd *year* wage rates. *This* adjustment will provide for an *increase* which corresponds to the *differences between* wage *increases* granted in the first 2 *years of this agreement* and the *percent* of increase in the inflation rate for the *same period, as* published by Statistics Canada in its Consumer *Price* index..

Yours very truly,

COLLINS & AIKMAN

A handwritten signature in cursive script that reads "Dianne Huffman".

Dianne Huffman  
**Human Resources** Manager

**LETTER OF UNDERSTANDING #5**

December 3, 1981

United Steelworkers of America  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

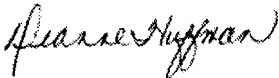
Dear Sirs and Mesdames:

**Re: Bidding on postings vacated as a result of personal  
leaves of absence**

In cases where an employee is granted a personal leave of absence, the job that he or she occupies at the time leave is granted shall be exempted for thirty (30) days from the job posting procedure in Article 8.09 of the Collective Agreement. Should the leave continue beyond the thirty (30) day period, then the position will be filled through the normal procedure of job posting.

Yours very truly,

**COLLINS & AIKMAN**



Dianne Huffman  
Human Resources Manager





North American Automotive Interior Systems  
128 Peter Street, P.O. Box 300  
Port Hope, Ontario L1A 3W4  
Phone: 905-885-7231

## LETTER OF UNDERSTANDING#6

July 1, 1992

United Steelworkers of America  
AFL-CIO-CLC, Local 889  
Attention: Bargaining Committee

Dear ~~Sirs~~ and Mesdames:

In the course of negotiations, the Company ~~has agreed to~~ do the following:

1. The Company will ~~provide~~ for publication of highlight job descriptions to accompany job ~~posting under~~ Article ~~8.09~~ of this Agreement.
2. The Company will implement a ~~direct~~ deposit system for employee pay. Employee pay statements will ~~be distributed~~ during their regular ~~shift on~~ Thursday for day and afternoon ~~shift~~ employees and Friday for ~~third shift~~ employees. Employee pay statements will ~~be~~ in a ~~sealed~~ envelope.
3. The Company will notify the Union of any ~~changes~~ to any job classifications or job ~~descriptions~~ prior to implementation.
4. The Company will provide the ~~Union~~ with copies of all hourly job descriptions.
5. ~~During the 1998~~ negotiations, the parties ~~agreed~~ that the Union would be provided with a ~~copy~~ of all ~~Master~~ Benefit Agreements.
6. If overtime is needed ~~on~~ a line for the purposes of ~~5S~~, employees who normally work in the ~~designated area~~ will be given the opportunity to volunteer for the available overtime.

Yours very truly,

COLLINS & AIKMAN

A handwritten signature in cursive script, appearing to read 'Dianne Huffman'.

Dianne Huffman  
Human Resources Manager

## LETTER OF UNDERSTANDING#7

January 1, 1999

United Steelworkers of America  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

Dear Sir and Mesdames :

Re: Absentee Pool Employees

The Company may utilize an Absentee Pool of temporary part-time personnel in the Labour Grade 99 classification. With the exception of the initial training/orientation period, Absentee Pool employees will be used to cover for the absences of full-time employees only.

The pool will have a maximum number of participants equal to 7 percent of the full-time workforce. Participants will consist of:

1. Regular full-time employees on indefinite lay-off who elect to participate in the absentee pool;
2. Part-time employees as defined in Article 1.01

In the event of a temporary layoff, full-time employees will be canvassed as to their availability for temporary work. Full-time employees who place their names on the temporary work list will be called in, as needed, on their requested shift providing they are qualified to perform the work available. Such employees are expected to be available for call-in during the following times: 1<sup>st</sup> shift (6-8:00 am); 2<sup>nd</sup> shift (2-4:00 pm); 3<sup>rd</sup> shift (10:00 pm - 12:00 am) and report to work promptly when called. An employee's name will be removed from the temporary work list if he/she is unavailable for work on two occasions during the duration of the layoff. No Absentee Pool employees will be utilized when permanent

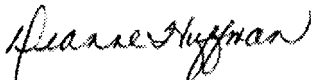
employees, who **are** on the temporary work list, **are** available, willing, and qualified to do the work.

For absentee coverage **required on** weekends, the **Company** will make a reasonable effort **to** contact full-time employees who **are** qualified to **perform** the work available. If this effort is not successful, absentee **pool** employees may be utilized.

**On** a weekly basis, the Union will **receive an** accurate list of Absentee **Pool** employees as well **as records** of **hours** worked each week.

Yours very truly,

**COLLINS & AIKMAN**

A handwritten signature in cursive script that reads "Dianne Huffman". The signature is written in black ink and is positioned above the printed name.

Dianne Huffman  
**Human Resources Manager**

**LETTER OF UNDERSTANDING #8**

July 1, 1995

**United Steelworkers of America**  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

Dear Sirs and ~~Mesdames~~:

**Re: Subcontracting**

The Company will not employ outside contractors when, in its judgement, existing Facilities employees are available and capable of performing the work. The Company will not exercise its judgement in a biased or discriminatory manner.

Yours very truly,

COLLINS & AIKMAN



Dianne Huffman  
Human Resources Manager

## LETTER OF UNDERSTANDING#9

July 1, 1995

United Steelworkers of America  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

Dear Sirs and Mesdames:

### Re: **Transfer Poky**

1. The Company and the Union agree that seniority employees who wish to change lines shall place their name on the Line Transfer Request List, indicating what line they wish to transfer to. When a vacancy occurs on the desired line, the transfers will be effected on the basis of seniority. To be eligible, employees must be actively working when a line transfer becomes available. Employee's work performance and absentee records will be taken into consideration when selections are made.
2. The transfer list will be reviewed once a month for compatible moves by seniority. A compatible move is one in which two seniority employees on the line transfer list who desire transfers to each other's line, change positions. To be eligible, employees must be on the same shift, hold the same job classification, and be capable of performing the essential duties of the other's job. Up to three compatible moves may be effected during each month.
3. Employees who transfer lines will be given the training on the new job specified by the QS 9000 on-the-job training schedule. Employees who fail to meet the Company's standards for production and quality in the time specified by the training schedule will be returned to their previous line and will have forfeited one of their offers to transfer specified in paragraph 2. If

the employee was transferred as part of a compatible move, both employees **affected** will be returned to their previous line.

4. Employees may **turn down** two offers to transfer before their name comes off the transfer list and are not eligible to request another transfer for six months. Employees who accept a line transfer may not make another line transfer request for six months.

*Yours very truly,*

**COLLINS & AIKMAN**



**Dianne Huffman**  
**Human Resources Manager**



North American Automotive Interior Systems  
128 Peter Street, P.O. Box 300  
Port Hope, Ontario L1A 3W4  
Phone: 905-885-7231

**LETTER OF UNDERSTANDING#10**

July 1, 1995

United Steelworkers of America  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

Dear Sirs and ~~Mesdames~~

Re: **Plant** Closure

In the event of a full plant closure during the life of this agreement, the Company and the union will meet to discuss the impact of the company's decision.

Yours very truly,

COLLINS & AIKMAN

A handwritten signature in cursive script that reads "Dianne Huffman".

Dianne Huffman  
Human Resources Manager

**LETTER OF UNDERSTANDING #11**

July 1, 1995

United Steelworkers of America  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

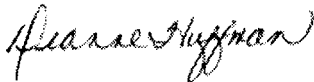
Dear Sirs and Mesdames:

Re: **Union Leave** of Absence

The company **agrees** to provide the union president or designate sixteen **(16)** hours per week paid union time, and union **treasurer** or designate thirty-two (32) hours per month unpaid union time for the purpose of conducting legitimate union business. **During** the allowed time, the company will **maintain** all seniority and benefits including pension.

**Yours** very truly,

COLLINS & ATKMAN



Dianne Huffman  
Human **Resources** Manager



## LETTER OF UNDERSTANDING#12

December 5, 1996

United Steelworkers of America  
AFL-CIO-CLC, Local 889

Attention: Bargaining Committee

Dear Sirs and ~~Mesdames~~:

Re: **Temporary** Job Postings

**This** letter outlines the policy to **be** followed when posting a temporary job vacancy arising from an approved leave of absence, other than a **personal** leave.

The purpose of the policy is to provide a **system** that allows employees to **return** to the same job classification and shift following an approved leave of absence, other than a **personal** leave.

This policy is applicable to all **seniority** employees in labour **grades** 11-21 and labour **grade** 99 inspector at **Textron** Automotive Company, **Port** Hope, Ontario who **are** granted a leave of absence, **other** than a **personal** leave.

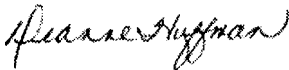
### Procedure:

1. The Company shall be able to fill a temporary job vacancy for a **period** of **thirty** (30) days during which time the job shall be posted. Employees working during the first **thirty** (30) days **shall** not have such time taken into consideration for qualifications.
2. The temporary job will be posted for **three** (3) days. The posting will state:
  - a) the fact that the job is **temporary**;
  - b) the expected **term** of the position;
  - c) the **shift**;
  - d) the **requirements**; and
  - e) labour grade.
3. **When** filling a temporary job vacancy, shift and line transfer requests will not be **considered**.

4. In filling a temporary job vacancy, Article **8.06** will apply.
5. If the employee awarded the temporary job bid holds a bid position, that job will be filled at the ~~company's~~ discretion for the remainder of the leave. If the leave extends beyond six months, or if the company has knowledge ~~that~~ it will extend beyond **six** months prior to that ~~date~~, those positions filled at the company's discretion will be posted as temporary. Employees placed ~~at~~ the company's discretion shall not have such time in the job taken into consideration for qualifications.
6. **All** employees on temporary assignment will **retain** their **rights** to apply for permanent positions and their **rights** to permanent **shift** transfers in their permanent classification that may ~~become~~ available during the ~~term~~ of the temporary assignment.
7. If the employee awarded a temporary job vacancy is successful in bidding on a permanent position or **accepts** a permanent **shift transfer**, the temporary job will then be filled ~~at the~~ company's discretion for the **remainder** of the leave.
8. At the end of the approved leave, the ~~incumbent~~ on leave will be placed back in the ~~work~~ force following the provisions of Article **9.06**, providing they are able to ~~perform~~ the ~~essential~~ duties of the job. The ~~employee~~ awarded the temporary job bid along with all employee temporary assigned will be placed back in his/her previous classification, if the classification still exists; otherwise, the provisions of Article **8.07** apply.
9. If the incumbent on leave quits or loses **seniority** while on leave, the position will be rebid ~~as~~ a permanent job vacancy.
10. Employees awarded a temporary bid job shall have ~~such~~ time in the job taken into consideration for qualifications.

Yours very truly,

**COLLINS & AIKMAN**



Dianne Huffman

Human Resources Manager



North American Automotive Interior Systems  
126 Peter Street, P.O. Box 300  
Pori Hope, Ontario L1A 3W4  
Phone: 905-885-7231

## LETTER OF UNDERSTANDING#13

January 1, 1999

**United Steelworkers of America**  
**AFL-CIO-CLC, Local 889**

Attention: Bargaining Committee

Dear Sirs and ~~Mesdames~~:

~~During~~ the 1998 negotiations, the parties discussed how Maintenance **Mechanic/Millwrights** transfer within the classification to the various **jobs** that may ~~from~~ time to time exist.

To clarify the ~~intention~~ of the parties, it is agreed that when a ~~vacancy~~ arises within the ~~aforementioned~~ classification, existing Maintenance **Mechanic/Millwrights** will have the opportunity to move into the vacancy ~~on~~ the basis ~~of~~ seniority, providing they ~~are~~ able to satisfactorily ~~perform~~ the work that is to be done. Employees' attendance and performance ~~records~~ will be taken into account in this selection.

~~The~~ resulting opening ~~created~~ from the process described above will be bid in accordance with Article ~~8.09~~.

Yom very truly,

**COLLINS & AMMAN**

A handwritten signature in cursive script, appearing to read "Dianne Huffman".

Dianne Huffman  
**Human Resources Manager**

**LETTER OF UNDERSTANDING #14**

October 8, 2001

United Steelworkers of **America**  
AFL-CIO-CLC, Local 889

Attention: **Bargaining** Committee

Dear Sirs and **Mesdames**:

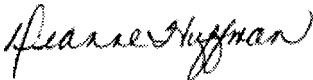
In filling **permanent** job vacancies, unless the provisions of Article **8.07 (d)** apply, the company will follow the following procedure:

1. **Honour** a line transfer in **accordance** with **Letter** of Understanding #9.
2. Use the lean pool **to** fill the **resulting** vacancy in **accordance** with the Lean Pool Policy.
3. If there is no lean pool employee on the **same shift**, honour a shift transfer for the resulting vacancy in **accordance** with **Letter** of Understanding #2.

Follow **the job posting** procedure in accordance with Article **8.09** for bid jobs, use a lean pool employee, **recall from** layoff, or recruit **as** appropriate.

**Yours** very truly,

COLLINS & AIKMAN



Dianne Huffman  
**Human Resources** Manager