

# Agreement

between

**Ford Motor Company  
of Canada, Limited**



*and*

**National Union,  
C.A.W.**



**October 18, 1993**

LOCAL 200	Windsor
LOCAL 584	Bramalea
LOCAL 707	Oakville
LOCAL 1054	Niagara
LOCAL 1520	St. Thomas

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MEMORANDUM OF AGREEMENT entered into on the  
**18th** day of October, **1993**

Between:

FORD MOTOR COMPANY OF CANADA,  
LIMITED,  
hereinafter called the "company"

-- and --

NATIONAL AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS UNION OF CANADA (CAW),  
hereinafter called the "national union"

WITNESSETH:

**ARTICLE 1**  
**DEFINITIONS**

**1.01** Except where otherwise expressly stated in this agreement:

“apprentice” shall mean a person who is engaged in learning or assisting in the trade to which he/she has been assigned under the standards of apprenticeship and who is covered by a written agreement or contract with the company providing for his/her training in accordance with the standards of apprenticeship and who is registered with the registration agency.

“Appropriate local” shall mean local 200 or local 584 or local 707 or local 1054 or local 1520, as the case may require.

“Bramalea employee” shall mean an employee within the bargaining unit of which local 584 is the bargaining agent.

“Employee” shall mean an employee within the bargaining units defined in sections 2.01, 2.02, 2.03, 2.04 and 2.05.

“Supervisor” shall mean general supervisor or supervisor of the section or department concerned.

“Employee relations manager” shall mean the person performing the function of employee relations manager in the area concerned.

“Journeyman/woman” shall mean a person who:

1. on the effective date of this agreement was employed by the company in one of the trades listed in appendix `F`, or appendix `H`, or appendix `K`, or appendix `P`;
2. has satisfactorily completed an apprenticeship training course in the trade concerned; or
3. at the date of entry into the trade concerned meets one of the above requirements, or can establish that he/she has worked in the trade concerned at least 4 years longer than the time required for an apprentice to complete his/her training course for “journeyman/woman” status.

- “Local 200” shall mean Local 200, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW).
- “Local 584” shall mean Local 584, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW).
- “Local 707” shall mean Local 707, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW).
- “Local 1054” shall mean Local 1054, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW).
- “Local 1520” shall mean Local 1520, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW).
- “Niagara employee” shall mean an employee within the bargaining unit of which local 1054 is the bargaining agent.
- “Nominee of the president of the local” shall mean an officer of the appropriate local designated in writing to the company by the president of the appropriate local to function in his/her absence.
- “Oakville employee” shall mean an employee within the bargaining unit of which local 707 is the bargaining agent.
- “Occupational group” shall mean one or more groups of employees within a department, the members of which are qualified to perform any certain specific operations or duties therein as specified by the company, subject to the general grievance procedure.
- “St. Thomas employee” shall mean an employee within the bargaining unit of which local 1520 is the bargaining agent.
- “Superintendent” shall mean the superintendent having jurisdiction but shall include the manager having jurisdiction.
- “Umpire” shall mean the umpire selected and appointed as provided in section 11.08.

“Union” shall mean the national union, local 200, local 584, local 707, local 1054 and local 1520.

“Windsor employee” shall mean an employee within the bargaining unit of which local 200 is the bargaining agent.

## ARTICLE 2

### RECOGNITION

The company recognizes the national union and the appropriate local for the duration of this agreement as the exclusive bargaining agent on behalf of the employees of the company in each of the following bargaining units:

**2.01** All employees of Ford Motor Company of Canada, Limited in its plants at Windsor except:

- Supervisors and persons above the rank of supervisor;
- All employees of office departments in the company's offices at Windsor and salaried employees performing office operations in the plants at Windsor;
- Qualified engineers doing engineer's work;
- Draftspersons;
- Plant protection officers;
- Chemists;
- Metallurgists;
- Salaried confidential clerks;
- Work standards and methods persons;
- Time clerks;
- Employees of the plant employee relations department;
- Employees of the employee relations department except first aid attendants, leader first aid attendants, first aid drivers and first aid clerks.

It is understood and agreed that the above bargaining unit does not include salaried technical personnel performing work in the plants. Without limiting the generality of the foregoing, examples of such technical personnel are: processors, work standards and methods persons, chemists, metallurgists, quality control engineers and technicians, power house meter control persons, material handling methods persons.

**2.02** All employees of Ford Motor Company of Canada, Limited in its plants at Oakville except:

- Supervisors and persons above the rank of supervisor;
- All employees of office departments in the company's offices at Oakville and salaried employees performing office operations in the plants at Oakville;
- Qualified engineers doing engineer's work;
- Draftspersons;
- Plant protection officers;
- Chemists;
- Metallurgists;
- Time study and methods persons;
- Time clerks;
- Salaried confidential clerks;
- Employees of the employee relations department;
- Budget and plant work order analysts;
- Salaried quality control engineers and technicians;
- Restaurant workers;
- Stationary engineers, boilerhouse service persons, pump and compressor mechanics and instrument mechanics employed at the company's Oakville boilerhouse.

It is understood and agreed that the above bargaining unit does not include salaried technical personnel performing work in the plants. Without limiting the generality of the foregoing, examples of such technical personnel are: processors, work standards and methods persons, chemists, metallurgists, quality control engineers and technicians, material handling methods persons.

**2.03** All employees of Ford Motor Company of Canada, Limited in its Bramalea parts distribution centre except:

- Supervisors and persons above the rank of supervisor;
- Office staff;
- Plant protection officers;
- Nurses.



**2.04** All employees of Ford Motor Company of Canada, Limited in its Niagara Glass Plant except:

- Supervisors and persons above the rank of supervisor;
- Office staff;
- Plant protection officers:
- Chemists;
- Confidential clerks;
- Engineers and engineering technicians;
- Employees of the employee relations department;
- Quality control engineers and technicians;

It is understood and agreed that the above bargaining unit does not include salaried technical personnel performing work in the plant. Without limiting the generality of the foregoing, examples of such technical personnel are: processors, work standards and methods persons, chemists, material handling methods persons, qualified engineers doing engineer's work.

**2.05** All employees of Ford Motor Company of Canada, Limited in its St. Thomas Assembly Plant, except:

- Supervisors and persons above the rank of supervisor;
- All employees of office departments in the company's offices at St. Thomas and salaried employees performing office operations in the plant at St. Thomas;
- Qualified engineers doing engineer's work;
- Draftsmen;
- Chemists;
- Metallurgists;
- Time study and methods persons;
- Time clerks;
- Salaried confidential clerks;
- Employees of the employee relations department;
- Budget and plant work order analysts;
- Salaried quality control engineers and technicians.

It is understood and agreed that the above bargaining unit does not include salaried technical personnel performing work in the plant. Without limiting the generality of the foregoing, examples of such technical personnel are: processors, work standards and methods persons,

chemists, metallurgists, quality control engineers and technicians, material handling methods persons.

**2.06** The question as to whether or not the incumbent of a new job not now in existence or the incumbent of a job now in existence which changes in duties or responsibilities is entitled to belong to the bargaining unit will be discussed between the union and the company and if agreement cannot be reached will be referred to the umpire and dealt with at step four of the general grievance procedure. The umpire, in making his/her decision, will have regard to the fact that the parties agree that persons having access to confidential information belonging to the company, or exercising managerial functions, should be excluded.

**2.07** If it shall be determined (by the Ontario Labour Relations Board or otherwise) that the union or any local of the union is the collective bargaining agent for a new bargaining unit of company employees in Ontario not covered by this agreement (including such a unit at a new location) and if such unit comprises employees who are engaged in the production of automobiles or trucks or the production and distribution of parts thereof and such unit does not include employees in groups described as excluded in sections 2.01, 2.02, 2.03, 2.04 and 2.05 hereof, then the general provisions of this agreement shall extend automatically to such unit and the parties and representatives of the new local, if any, shall meet to negotiate the specific provisions which are to be applicable to such unit.

### **ARTICLE 3**

#### **RESERVATIONS TO MANAGEMENT**

**3.01** The union recognizes the right of the company to hire, promote, demote, transfer, discipline, suspend or discharge any employee subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. Any change

in rules and regulations to be observed by employees shall be negotiated by the parties.

**3.02** The union recognizes the right of the company to operate and manage its business in all respects in accordance with its commitments and responsibilities, and that the location of plants, the products to be manufactured or dealt with, the schedules of production and distribution, the methods, processes and means of manufacturing and dealing with such products are solely the responsibility of the company.

**3.03** The company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.

**3.04** (a) It is the policy of the company that employees of an outside contractor will not be utilized in a plant or parts distribution centre covered by this agreement to replace seniority employees on production assembly or manufacturing work, warehousing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of company-owned machines, tools or equipment maintained by company employees.

(b) This policy will not affect the right of the company to continue arrangements currently in effect; nor will it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

(c) It is the policy of the company to fully utilize its seniority employees in the skilled trades (Appendix F, H, K and P) in the performance of maintenance and trades work, in accordance with its letter to the union of April 23, 1968. It is the company policy in all cases, except where time and circumstances prevent it, to have advance discussion with local union representatives and/or skilled trades representatives as may be applicable prior to letting such a contract. In this discussion local management is expected to review its plans or prospects for letting a particular contract. The local union representatives and/or skilled trades

representatives should be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. At such times, company representatives are expected to afford the union an opportunity to comment on the company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

(d) In no event will any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

#### ARTICLE 4

##### WORK BY SUPERVISORS

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4.01 Supervisors and all other supervisory employees above the rank of supervisor are not eligible for membership in the union and shall not perform the regular work of an employee in the bargaining units defined in sections 2.01, 2.02, 2.03, 2.04 and 2.05. However, a supervisory employee may perform operations where an emergency arises and he/she may also perform operations for purposes of investigation, inspection, experiment, information or instruction as may be necessary in the discharge of his/her supervisory duties, provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

#### ARTICLE 5

##### MODIFIED UNION SHOP AND CHECK-OFF OF UNION DUES

5.01 All employees who are members of the union as at the date of this agreement will be required to continue to be members of the union as a condition of employment with the company.

**5.02** Any employee who is hired subsequent to the date of this agreement shall become a member of the union within 30 days of his/her hiring and will be required to continue to be a member of the union as a condition of his/her employment. <sup>1</sup>/<sub>M</sub>

**5.03** The company will deduct from the pay of each employee who is a member of the union the monthly dues, initiation fees and other assessments and dues authorized by the constitution of the union. The deductions are to be made from pay for pay periods ending in the calendar month. <sup>2</sup>/<sub>I</sub>

**5.04** The company will deduct from the pay of each employee who is not a member of the union as at the date of this agreement the monthly dues for general union purposes as authorized by the constitution of the union. It shall be a condition of remaining in the employment of the company that such employee authorize the company to make such deduction. The deductions are to be made from pay for pay periods ending in the calendar month.

**5.05** Commencing with the first pay period ending after January 1, 1985 all sums deducted from pay shall be remitted to the financial secretaries of the local unions in two payments, the first payment to be made within 15 days after the first pay period in each month and the second payment, including deductions from the remaining pay periods of the month, to be made not later than the 10th day of the next succeeding month after which such deductions are made, the same to be by them allocated and distributed in accordance with the constitution, laws and regulations of the union.

The company and the union shall work out a mutually satisfactory arrangement by which the company will furnish the financial secretaries of the local unions semi-monthly a record of those for whom deductions have been made, together with the amounts of such deductions.

**5.06** The recording in the books of the company of the amounts so deducted shall constitute such amounts as mon-  
eys held by the company in trust for the appropriate local.

**5.07** The company will notify the trustee under the Supplemental Unemployment Benefit Plan to deduct as provided in the Plan from each employee's Regular Supplemental Unemployment Benefits.

(a) the monthly dues and other assessments and dues authorized by the constitution of the union for each employee who is a member of the union, and

(b) the monthly dues for general union purposes as authorized by the constitution of the union for each employee who is not a member of the union, provided that at the time of such deduction there is in the possession of the company a subsisting written assignment, executed by the employee. In the case of each employee hired after January 1, 1974, and for any employee in employment prior to January 1, 1974 who is laid off after January 1, 1974 and authorizes the deduction of dues from his/her regular Supplemental Unemployment Benefits, the authorization shall be in the form attached as appendix 'N'. The company will further notify the trustee to make the deductions from the Regular Supplemental Unemployment Benefits for weeks ending in the calendar month in a manner **agreed** upon with the union.

**5.08** Any employee shall have the right to become a member of the union by paying the initiation fee and complying with the constitution and by-laws of the union.

**5.09** Any dispute as to an alleged breach of the provisions of this article or as to the interpretation of any of the terms or conditions thereof shall be dealt with under the general grievance procedure beginning at step three.

## **ARTICLE 6**

### **RESPONSIBILITY FOR UNION LOCALS**

**6.01** Local 200, local 584, local 707, local 1054 and local 1520 are locals of the national union chartered by and in good standing with it. The national union acknowledges its responsibility to the company for the acts and omissions of each of local 200, local 584, local 707, local

1054 and local 1520, their respective officers, agents and representatives pertaining to this agreement or any breach thereof as fully as though such acts were the acts of the national union, its officers, agents and representatives.

**ARTICLE 7**  
**MISCELLANEOUS**

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**7.01 (a)** In continuance of the policy established and maintained since the inception of their collective bargaining relationship, the company and the union acknowledge that the provisions of this agreement shall apply to all employees without discrimination, and in carrying out their respective obligations under this agreement, neither will discriminate against any employee on account of race, creed, colour, nationality, age, **gender, sexual orientation**, ancestry, place of origin, or **disability**.

**(b) The company and the union agree to encourage the use of the procedure outlined in Appendix 'O' of the Collective Agreement whenever a complaint is made regarding discrimination against an employee.**

**7.02** The union and its members shall not on company time conduct union activities except as in this agreement expressly provided, nor shall union meetings of any kind be held at any time on the company's premises without the prior written consent of the company.

**7.03** The company shall provide for the use of the union bulletin boards in the plants and parts distribution centre of the company to be prepared and located by the company provided, and it is agreed that the use by the union of such bulletin boards shall be restricted to the posting thereon only of such notices as shall have received prior approval of the employee relations manager or his/her nominee. Such approval shall not be unreasonably withheld and such notices shall be restricted to those of the following types:

- (a) Notices of union recreational and social affairs;
- (b) Notices of union elections, appointments and results of elections;
- (c) Notices of union meetings;
- (d) Credit Union notices.

Provisions for the number of such bulletin boards may be included in a supplemental agreement with the appropriate local.

**7.04** From time to time, at the request of the appropriate local, the company shall designate a suitable area on the property of the company in which the union may locate the facilities required for employees to cast their ballots for the election of stewards, committeepersons, chairpersons, delegates to conventions and executive officers of the appropriate local.

**7.05** The national union and the central labour relations staff of the company shall be authorized to rearrange, simplify, and clarify the language of the present agreement to facilitate its use as a working document; but not to change in any way its substance or meaning. When both the national union and the central labour relations staff are satisfied that they have a revised version of the agreement which meets the foregoing standards, they are authorized to substitute the revised form of the agreement for this present form of the agreement, but only upon the understanding that if any disputes should develop later concerning the meaning or intent of any of the terms of such revised agreement, reference shall be made back to the agreement in its present form for the purpose of resolving such disputes.

**7.06** The Apprenticeship Plan covering the employment and training of apprentices for certain of the skilled trades is set out in appendix 'J'.

**7.07** Wherever in this agreement the masculine gender is used, it shall also include the feminine.



**ARTICLE 8**  
**NO STRIKE OR LOCKOUT**

**8.01** The union will not cause or permit its members to cause, nor will any member of the union take part in any sit down, stay-in, or slow-down in any plant or parts distribution centre of the company, or any curtailment of the work or restriction of or interference with production of or distribution by the company. The union will not cause or permit its members to cause, nor will any member of the union take part in any strike or stoppage of any of the operations of the company or picket any of the plants, parts distribution centres or premises of the company until all of the grievance procedure outlined in this agreement shall have been exhausted and not even then unless **authorized** by the national executive board of the national union and a copy of such **authorization** shall have been delivered to the company.

**8.02** Subject to the provisions of government regulations, in the event a strike occurs this agreement may be terminated by the company upon notification of such termination to the national union by the company.

**8.03** The company reserves the right to discipline any employee who violates any provision of this article.

**8.04** In the event of violation of this article by employees who are excluded from the bargaining units defined in sections 2.01, 2.02, 2.03, 2.04 and 2.05 the company agrees to discipline such employees in the same manner and to the same extent as the company disciplines employees within the bargaining units who may violate this article.

**8.05** The company will not cause or sanction a lockout until all of the grievance procedure outlined in this agreement shall have been exhausted.

**8.06** Subject to the provisions of government regulations in the event such a lockout occurs this agreement may be terminated by the national union upon notification of such termination to the company by the national union.

## ARTICLE 9

### ACCESS TO POWER HOUSES, ETC., AND PLANTS DURING DISPUTES

**9.01** In the event of a dispute between the company and employees the union agrees that it will at all times during the currency of this agreement take such steps as may be necessary to ensure that all employees, whether within the bargaining units defined in sections 2.01, 2.02, 2.03, 2.04 and 2.05 or not, employed in any power house, boiler house, propane plant, pump house, transformer station or any sub-station of the company shall be permitted free and unobstructed entrance into and exit from the premises and plants of the company in order that such employees may at all times be enabled to perform the regular duties to which they are assigned in the power house, boiler house, propane plant, pump house, transformer station or any sub-station of the company.

**9.02** In the event of a dispute between the company and employees the union agrees that it will ensure that all employees, whether within the bargaining units defined in sections 2.01, 2.02, 2.03, 2.04 and 2.05 or not, required for urgent maintenance repairs to the company's plants, parts distribution centres or premises will be permitted free and unobstructed entrance into and exit from such plants, parts distribution centres or premises and that the company's plant supervision, plant protection staff and office staff and personnel shall be allowed free and unobstructed entrance into and exit from the company's plants, parts distribution centres or premises. Provided that if at any time during such dispute the company attempts to put any new employee to work in the company's plants, parts distribution centres or premises on operations therein performed by employees in the bargaining units or attempts to employ in such work any members of the plant supervision, plant protection staff or attempts to employ employees required for such repairs in work other than such repairs, thereupon the union shall no longer be bound by the provisions of this article.

**ARTICLE 10**  
**REPRESENTATION**

**10.01** The number of stewards, committeepersons and chairpersons which each of local 200, local 584, local 707, local 1054 and local 1520 may appoint and which the company shall recognize shall be as in this article appears.

**10.02** The appointment and recognition of each such steward, committeeperson or chairperson, except as otherwise specifically provided in the case of full time committeepersons or chairpersons, shall be conditional upon his/her being an employee having regular company duties to perform and having at least 12 months' seniority.

**10.03** The appropriate allocation of stewards, committeepersons and chairpersons to their respective jurisdictions, zones, plants and shifts shall be the responsibility of the local concerned.

**10.04** Each such steward, committeeperson or chairperson shall be permitted to function as a steward, committeeperson or chairperson, as the case may be, only as in this agreement provided.

**10.05** The appropriate local shall notify the labour relations department or employee relations manager, as the case may be, in writing from time to time of the names of the stewards, committeepersons and chairpersons, the respective effective dates of their appointment and the names, if any, of those former stewards, committeepersons and chairpersons whom they may be replacing. Chairpersons at Windsor, Oakville and St. Thomas and the chairpersons of the negotiating committees at Bramalea and Niagara respectively shall have the authority to notify the labour relations department or employee relations manager, as the case may be, by telephone of changes in the appointment of stewards, committee persons, chairpersons, or their respective alternates, subject to confirmation in writing to the labour relations department or employee relations manager, as the case may be, by the appropriate local.

**10.06** (a) Except at St. Thomas, when a steward, committeeperson or chairperson leaves the premises of the company prior to the completion of his/her shift due to sickness or accident involving himself/herself or a member of his/her immediate family, or due to death in his/her immediate family, or due to his/her suspension from work, or for the purpose of reviewing grievances on appeal to the umpire, or when a full time chairperson leaves the premises of the company prior to the completion of his/her shift for any reason, or when a steward or committeeperson replaces a committeeperson or chairperson who has left the premises in such circumstances, the union may appoint an alternate to replace such steward, committeeperson or chairperson, as the case may be. Such alternate shall, with the consent of the supervisor of the department in which he/she is employed, be permitted to leave his/her regular company duties for a reasonable length of time to function as a steward, committeeperson or chairperson, as the case may be, as in this agreement provided. Such absence shall not exceed a time which, when added to the time already used for this purpose by the employee whom he/she is replacing, equals the maximum time that such employee would have been permitted absence from his/her regular company duties.

(b) Provided the consent of the appropriate employee relations manager or his/her nominee is first obtained, in the event that it should become necessary for a steward, committeeperson or chairperson to leave the premises of the company prior to the completion of his/her shift due to a compelling personal reason other than one of those referred to in section 10.06 (a), the union may appoint an alternate to replace such steward, committeeperson or chairperson and he/she shall be permitted to function in accordance with section 10.06 (a).

**10.07** A steward, committeeperson or chairperson, when continued at work during an overtime period, shall be permitted to leave his/her regular company duties to deal with only such grievance matters as may arise during that overtime period.

**10.08** A steward, committeeperson or chairperson upon obtaining the consent of his/her supervisor shall punch 'out' on his/her special clock card provided for that purpose, and upon returning to his/her regular company duties he/she shall punch 'in' on that card.

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**10.09** The union may appoint and the company shall recognize a master negotiating committee not to exceed 16 members, 14 of whom shall be employees of the company and 2 members national representatives. The 14 employee members shall consist of 5 members of local 200, 4 members of local 707, 1 member of local 584, 1 member of local 1054 and 3 members of local 1520. One member of the committee shall be appointed as chairperson of the master negotiating committee.

**WINDSOR  
Essex Engine & Aluminum Plants (2)  
(Section 10.10E)**

**10.10E (a)** The parties agree that for the purpose of union representation the provisions of sections 10.52, 10.55, 10.56, 10.57, 10.58, 10.59 and 10.60 shall be applicable to the two Essex plants.

**(b)** In addition to the above, when the number of employees in the two Essex plants is 1001 or more, an additional committeeperson on a part-time basis shall be allowed on the No. 1 and No. 3 shift when more than 25 but less than 200 employees in the two Essex plants are working on such shift.

**Windsor Engine & Casting Plants (3)  
(Sections 10.10W – 10.17W inclusive)**

**10.10W (a)** The parties agree that the number of stewards which local 200 may appoint and which the company shall recognize for these Windsor plants at the commencement of this agreement and until changed as hereinafter provided shall be 30.

(b) On March 1st, after the effective date of this agreement, and on each March 1st thereafter during the term of this agreement, the company shall determine the average number of employees in the bargaining unit at these Windsor plants during the 12 month period ending with the date of the determination. "Employees in the bargaining unit at these Windsor plants" in this section and in section 10.13W hereof means the total number of employees in the bargaining unit at the Windsor Engine & Casting Plants (3) defined in section 2.01 on the company's payrolls.

(c) If the average number of employees in the bargaining unit at these Windsor plants so determined is not greater than 6,000 nor less than 4,000, the number of stewards which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 30.

(d) If the average number of employees in the bargaining unit at these Windsor plants so determined is greater than 6,000, the number of stewards which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 30 plus 1 additional steward for each complete unit of 250 employees by which the average number of employees in the bargaining unit at these Windsor plants exceeds 6,000.

(e) If the average number of employees in the bargaining unit at these Windsor plants so determined is less than 4,000, the number of stewards which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 30 reduced by 1 steward for each complete unit of 250 employees by which the average number of employees in the bargaining unit at these Windsor plants is less than 4,000.

**10.11W** Each steward shall be allocated as provided in section 10.03 to represent a designated group of employees (hereinafter referred to as his/her "jurisdiction"). Such allocation shall be described from time to time in appendix 'A'.

**10.12W** A steward shall, with the consent of the supervisor of the department in which he/she is employed, be permitted to leave his/her regular company duties for a reasonable length of time to function as a steward as in this agreement provided. Prior to functioning as a steward in a department other than that in which he/she is employed, he/she shall first report to the supervisor of that department. Absence from his/her regular company duties for the purpose of functioning as a steward as in this agreement provided shall not exceed 3 hours per working day, except:

(i) in the case of 3 stewards, such absence shall not exceed 4 hours per working day, and

(ii) in the case of 26 stewards, such absence shall not exceed 3-1/2 hours per working day.

**10.13W (a)** The parties agree that the number of committeepersons which local 200 may appoint and which the company shall recognize at these Windsor plants at the commencement of this agreement and until changed as hereinafter provided shall be 9.

(b) On March 1st, after the effective date of this agreement, and on each March 1st thereafter during the term of this agreement, the company shall determine the average number of employees in the bargaining unit at these Windsor plants during the 12 month period ending with the date of the determination.

(c) If the average number of employees in the bargaining unit at these Windsor plants so determined is not greater than 6,000 nor less than 4,000, the number of committeepersons which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 9.

(d) If the average number of employees in the bargaining unit at these Windsor plants so determined is greater than 6,000, the number of committeepersons which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 9 plus 1 additional

committeeperson for each complete unit of 1,250 employees by which the average number of employees in the bargaining unit at these Windsor plants exceeds 6,000.

(e) If the average number of employees in the bargaining unit at these Windsor plants so determined is less than 4,000, the number of committeepersons which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 9 reduced by 1 committeeperson for each complete unit of 1,250 employees by which the average number of employees in the bargaining unit at these Windsor plants is less than 4,000.

(f) One committeeperson in each of these Windsor plants shall be designated to the company by local 200 as the plant chairperson.

(g) One steward shall be designated to the company by local 200 as the No. 3 shift chairperson.

**10.14W** Each committeeperson shall be allocated as provided in section 10.03 to represent a designated group of employees (hereinafter referred to as his/her "zone"). Such allocation shall be described from time to time in appendix 'B'.

**10.15W** A committeeperson shall, with the consent of the supervisor of the department in which he/she is employed, be permitted to leave his/her regular company duties for a reasonable length of time to function as a committeeperson as in this agreement provided. Prior to functioning as a committeeperson in a department other than that in which he/she is employed, he/she shall first report to the supervisor of that department. Absence from his/her regular company duties for the purpose of functioning as a committeeperson as in this agreement provided shall not exceed 4 hours per working day.

**10.16W (a)** The chairpersons of plant 1, plant 2, plant 5 and the No. 3 shift chairperson shall be permitted full time for the performance of their duties as such.

(b) Each full time plant chairperson shall be assigned to the day shift and shall work the hours of the



day shift in the plant in which he/she is functioning as chairperson whenever any employees of that plant, other than employees employed in the trades listed in appendix 'F', are scheduled to work such shift. In addition, each such chairperson shall be entitled to be at work whenever employees on the day shift of his/her plant, other than employees employed in the trades listed in appendix 'F', are required to work overtime or extra time on such shift. Each such chairperson shall be responsible to the plant manager of the plant in which he/she is functioning as chairperson, or his/her nominee.

(c) The chairperson of the No. 3 shift shall be assigned to the afternoon shift and shall work the hours of the afternoon shift whenever any employees in the bargaining unit at these Windsor plants, other than employees employed in the trades listed in appendix 'F' are scheduled to work such shift. In addition, such chairperson shall be entitled to be at work whenever employees on the afternoon shift in the bargaining unit of these Windsor plants, other than employees in the trades listed in appendix 'F', are required to work overtime or extra time on such shift. The chairperson shall be responsible to the plant manager of the plant in which he/she is employed, or his/her nominee.

**10.17W** The consent of the supervisor to a steward or committeeperson who has been recognized by the company as provided in this article leaving his/her regular company duties to function as a steward or committeeperson, as the case may be, as in this agreement provided, shall not be unreasonably withheld.

#### **Windsor Area Plants (5)**

**10.17** (a) Local 200 may appoint and the company shall recognize a skilled trades chairperson who shall be a member of the local negotiating committee and serve all of the plants at Windsor. The skilled trades chairperson shall be permitted full time for the performance of his/her duties as such.

(b) The skilled trades chairperson shall be assigned to the day shift and shall work the hours of the day shift whenever any employees in any of the trades listed in appendix 'F' assigned to any of the plants are scheduled to work such shift. In addition, he/she shall be entitled to be at work whenever employees on the day shift in any of the trades listed in appendix 'F' are required to work overtime or extra time on such shift. He/she shall be responsible to the plant manager of the plant in which he/she is employed, or his/her nominee.

**10.18** Local 200 may appoint and the company shall recognize a local negotiating committee not to exceed 10 members, 8 of whom shall be employees of the company and 2 members national representatives.

**10.19** (Section not in use)

**10.20** An employee who is a member of the executive board of local 200 shall not, so long as he/she continues to be a member of the executive board, be required by the company to work a shift of which the regular quitting time is later than 6 p.m. For the purpose of this section the executive board shall not consist of more than 17 members. Local 200 shall notify the company in writing from time to time of the names of the employees who are members of the executive board, the respective dates on which they became members and the names of former members whom they may be replacing.

**10.21** When the president of local 200 wishes to enter the company's plants in Windsor, he/she shall notify the employee relations manager or his/her nominee. The same shall apply to the vice president of the local when he/she is acting for the president and is on leave of absence from his/her regular company duties, or to the nominee of the president of the local.

**10.22** (a) The company agrees to make available a conference room equipped with a desk and telephone for the use of any employee who for the time being may be a plant chairperson, such conference room to be located in the plant in which such employee is regularly employed.

(b) The company agrees to make available a filing cabinet with 3 drawers equipped with locks for the combined use of any employee who for the time being may be a committeeperson and any employees who for the time being may be stewards in that committeeperson's zone, for the keeping of documents and records, which filing cabinet shall be located in the area of the plant where the committeeperson concerned functions as a committeeperson.

(c) The company agrees to make available a conference room equipped with a desk and telephone for the use of any employee who for the time being may be the skilled trades chairperson at the Windsor plants.

**OAKVILLE**  
**(Sections 10.23 – 10.35 inclusive)**

**10.23** (a) The parties agree that the number of stewards which local 707 may appoint and which the company shall recognize at the commencement of this agreement and until changed as hereinafter provided shall be 3 1.

(b) On March 1st, after the effective date of this agreement, and on each March 1st thereafter during the term of this agreement, the company shall determine the average number of employees in the bargaining unit during the 12 month period ending with the date of the determination. "Employees in the bargaining unit" in this section and in section 10.26 hereof means the total number of employees in the bargaining unit defined in section 2.02 on the company's payrolls.

(c) If the average number of employees in the bargaining unit so determined is not greater than 6,000 nor less than 4,000, the number of stewards which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 3 1.

(d) If the average number of employees in the bargaining unit so determined is greater than 6,000, the

number of stewards which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 31 plus 1 additional steward for each complete unit of 250 employees by which the average number of employees in the bargaining unit exceeds 6,000.

(e) If the average number of employees in the bargaining unit so determined is less than 4,000, the number of stewards which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 31 reduced by 1 steward for each complete unit of 250 employees by which the average number of employees in the bargaining unit is less than 4,000.

**10.24** Each steward shall be allocated as provided in section 10.03 to represent a designated group of employees (hereinafter referred to as his/her "jurisdiction"). Such allocation shall be described from time to time in appendix 'C'.

**10.25** A steward shall, with the consent of the supervisor of the department in which he/she is employed, be permitted to leave his/her regular company duties for a reasonable length of time to function as a steward as in this agreement provided. Prior to functioning as a steward in a department other than that in which he/she is employed, he/she shall first report to the supervisor of that department. Absence from his/her regular company duties for the purpose of functioning as a steward as in this agreement provided shall not exceed 4 hours per working day.

**10.26** (a) The parties agree that the number of committeepersons which local 707 may appoint and which the company shall recognize at the commencement of this agreement and until changed as hereinafter provided shall be IO.

(b) On March 1st, after the effective date of this agreement, and on each March 1st thereafter during the term of this agreement the company shall determine the average number of employees in the bargaining unit during the 12 month period ending with the date of the determination.

(c) If the average number of employees in the bargaining unit so determined is not greater than 6,000 nor less than 4,000, the number of committeepersons which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be IO.

(d) If the average number of employees in the bargaining unit so determined is greater than 6,000, the number of committeepersons which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 10 plus 1 additional committeeperson for each complete unit of 1,250 employees by which the average number of employees in the bargaining unit exceeds 6,000.

(e) If the average number of employees in the bargaining unit so determined is less than 4,000, the number of committeepersons which the local may appoint and which the company shall recognize for the 12 month period commencing on the first Sunday in May next following shall be 10 reduced by 1 committeeperson for each complete unit of 1,250 employees by which the average number of employees in the bargaining unit is less than 4,000.

(f) One committeeperson in each such plant shall be designated to the company by local 707 as the plant chairperson.

(g) One committeeperson in each of plant 7 and plant IO shall be designated to the company by local 707 as the No. 3 shift chairperson.

**10.27** Each committeeperson shall be allocated as provided in section 10.03 to represent a designated group of employees (hereinafter referred to as his/her "zone"). Such allocation shall be described from time to time in appendix 'D'.

**10.28** A committeeperson shall, with the consent of the supervisor of the department in which he/she is employed, be permitted to leave his/her regular company duties for a reasonable length of time to function as a committeeperson

as in this agreement provided. Prior to functioning as a committee person in a department other than that in which he/she is employed, he/she shall first report to the supervisor of that department. Absence from his/her regular company duties for the purpose of functioning as a committee person as in this agreement provided shall not exceed 4 hours per working day.

**10.29** (a) The chairpersons of plant 7, plant 10 and the No. 3 shift chairpersons of plant 7 and plant 10 shall be permitted full time for the performance of their duties as such.

(b) Each full-time plant chairperson, except the chairpersons of the No. 3 shift of plant 7 and plant 10, shall be assigned to the day shift and shall work the hours of the day shift in the plant in which he/she is functioning as chairperson whenever any employees of that plant, other than employees employed in the trades listed in appendix 'H', are scheduled to work such shift. In addition, each such chairperson shall be entitled to be at work whenever employees on the day shift of his/her plant, other than employees employed in the trades listed in appendix 'H', are required to work overtime or extra time on such shift. Each such chairperson shall be responsible to the plant manager of the plant in which he/she is functioning as chairperson, or his/her nominee.

(c) Each of the full-time chairpersons of the No. 3 shift of plant 7 and plant 10 shall be assigned to the afternoon shift and shall work the hours of the afternoon shift whenever any employees in the plant in which he/she is functioning as chairperson are scheduled to work such shift. In addition, each such chairperson shall be entitled to be at work whenever employees on the afternoon shift of his/her plant are required to work overtime or extra time on such shift. Each such chairperson shall be responsible to the plant manager of the plant in which he/she is functioning as the No. 3 shift chairperson, or his/her nominee.

**10.30** Local 707 may appoint and the company shall recognize a skilled trades chairperson who shall be a member

of the local negotiating committee. The skilled trades chairperson shall be permitted full time for the performance of his/her duties as such. The skilled trades chairperson shall be assigned to the day shift and shall work the hours of the day shift whenever any employees employed in the trades listed in appendix 'H' are scheduled to work such shift. He/she shall also be entitled to be at work whenever employees on the day shift, employed in the trades listed in appendix 'H', are required to work overtime or extra time on such shift. In addition, he/she shall be entitled to work overtime or extra time during the period when employees employed in the trades listed in appendix 'H' in the other plant at Oakville are scheduled to work overtime or extra time on a shift designated by the company of which the starting time is closest to the starting time of the shift to which the skilled trades chairperson is assigned. Whenever no employees employed in the trades listed in appendix 'H' are scheduled for his/her regular shift in the plant in which he/she is employed, he/she shall be entitled to be at work during the period when employees employed in the trades listed in appendix 'H' in the other plant at Oakville are scheduled to work on such designated shift. He/she will be responsible to the employee relations manager of the plant in which he/she is employed or his/her nominee.

**10.31** Local 707 may appoint and the company shall recognize a local negotiating committee not to exceed 9 members, 8 of whom shall be employees of the company and 1 member an national representative.

**10.32** The consent of a supervisor to a steward or committeeperson who has been recognized by the company as provided in this article leaving his/her regular company duties to function as a steward or committeeperson, as the case may be, as in this agreement provided, shall not be unreasonably withheld.

**10.33** An employee who is a member of the executive board of local 707 shall not, so long as he/she continues to be a member of the executive board, be required by the

company to work on a shift of which the regular quitting time is later than 6 p.m. For the purpose of this section the executive board shall not consist of more than 13 members. Local 707 shall notify the company in writing from time to time of the names of the employees who are members of the executive board, the respective dates on which they became members and the names of former members whom they may be replacing.

**10.34** When the president of local 707 wishes to enter the company's plants in Oakville, he/she shall notify the employee relations manager or his/her nominee. The same shall apply to the vice president of the local when he/she is acting for the president and is on leave of absence from his/her regular company duties, or to the nominee of the president of the local.

**10.35** (a) The company agrees to make available a conference room equipped with a desk and telephone for the use of any employee who for the time being may be a plant chairperson, such conference room to be located in the plant in which such employee is regularly employed.

(b) The company agrees to make available a filing cabinet with 3 drawers equipped with locks for the combined use of any employee who for the time being may be a committeeperson and any employees who for the time being may be stewards in that committeeperson's zone, for the keeping of documents and records, which filing cabinet shall be located in the area of the plant where the committeeperson concerned functions as a committeeperson.

#### **BRAMALEA**

##### **(Sections 10.36 – 10.43 inclusive)**

**10.36** Local 584 may appoint and the company shall recognize a chairperson of the local negotiating committee. Local 584 may also appoint and the company shall recognize:

(a) 2 committeepersons when the number of employees in the bargaining unit is less than 450;



(b) 3 committeepersons when the number of employees in the bargaining unit is 450 to 674;

(c) 4 committeepersons when the number of employees in the bargaining unit is 675 or more.

**10.37** (a) Local 584 may appoint and the company shall recognize a local negotiating committee consisting of the 2 committeepersons and the chairperson of the local negotiating committee.

(b) A national representative of the union may be present and participate in meetings between the local negotiating committee and the employee relations manager or his/her nominee. More than one national representative may participate with the committee whenever mutually agreed upon.

(c) The president of local 584, provided that he/she is an employee, shall be an ex-officio member of the local negotiating committee, but he/she shall not be paid by the company while attending meetings of the local negotiating committee.

**10.38** Each committeeperson shall be allocated as provided in section 10.03 to represent a designated group of employees (hereinafter referred to as his/her "jurisdiction").

**10.39** A committeeperson shall, with the consent of his/her supervisor, be permitted to leave his/her regular company duties for a reasonable length of time to function as a committeeperson as in this agreement provided. Prior to functioning as a committeeperson in a section supervised by other than his/her own supervisor, he/she shall first report to the supervisor of that section. When the number of employees in the bargaining unit is less than 600, absence from his/her regular company duties for the purpose of functioning as a committeeperson as in this agreement provided shall not exceed 6 hours per working day for each committeeperson. When the number of employees in the bargaining unit is 600 or more, absence for each committeeperson from his/her regular company duties for the purpose of functioning as a committee

person as in this agreement provided shall not exceed 6 hours per working day, except two committee persons will be permitted full time for the performance of their duties as such.

**10.40** (a) When the number of employees in the bargaining unit is 225 or more, the chairperson of the local negotiating committee will be permitted full time for the performance of his/her duties as such. He/she will be assigned to the day shift in the parts distribution centre and he/she will work the hours of the day shift whenever employees in the bargaining unit are scheduled to work such shift. In addition he/she will be entitled to be at work whenever employees of the day shift are required to work overtime on such shift. He/she will be responsible to the employee relations manager, or his/her nominee. When he/she ceases to hold office he/she will be returned, consistent with his/her seniority, to the classification in which he/she was employed at the time of his/her appointment as chairperson.

(b) When the number of employees in the bargaining unit is less than 225, the chairperson of the local negotiating committee shall be permitted absence from his/her regular company duties to function as chairperson for 4 hours per working day.

**10.41** The consent of the supervisor to a committee person who has been recognized by the company as provided in this article leaving his/her regular company duties to function as a committee person, as in this agreement provided, shall not be unreasonably withheld.

**10.42** An employee when elected to any of the following executive offices of the local, namely: president, vice president, recording secretary, financial secretary, shall not so long as he/she retains such office be required by the company to work a shift of which the regular quitting time is later than 6 p.m. The foregoing provisions shall also apply to the members of the local negotiating committee and the employee who holds the office of chairperson of the education committee. Local 584 shall notify the company in

writing from time to time of the names of the employees elected to the offices enumerated in this section, the respective dates of their election and the names of former officers whom they may be replacing.

**10.43** (a) The company agrees to make available a conference room in the parts distribution centre, equipped with a desk and telephone, for the use of the employee who is the chairperson of the local negotiating committee.

(b) The company agrees to make available 2 filing cabinets, each with 3 drawers, equipped with locks for the combined use of the employee who is the chairperson of the local negotiating committee and any employees who are committeepersons, for the keeping of documents and records, which filing cabinets shall be located in the parts distribution centre.

## **NIAGARA**

### **(Sections 10.44 – 10.51 inclusive)**

**10.44** For the purpose of operating under this agreement, Niagara employees shall be entitled to representatives on company time in accordance with the following provisions:

(a) When the bargaining unit is less than 125 employees, there shall be three committeepersons, including the chairperson, all of whom shall be on a part-time basis.

(b) When the bargaining unit is 125 to 199 employees, there shall be three committeepersons, including the chairperson. The chairperson shall have the right to devote his/her full time to his/her duties, as such, but the remaining committeepersons shall be on a part-time basis.

(c) When the bargaining unit is 200 to 399 employees, there shall be three committeepersons, including the chairperson. When the plant is operating three shifts on production, an additional committee-person may be allowed. The chairperson shall have the right to devote his/her full time to his/her duties, as such, but the remaining committeepersons shall be on a part-time basis.

(d) When the bargaining unit is 400 to 599 employees, there shall be four committeepersons, including the chairperson. The chairperson and one other committeeperson shall have the right to devote their full time to their duties, as such, but the remaining committeepersons shall be on a part-time basis.

(e) When the bargaining unit is 600 to 799 employees, there shall be four committeepersons, including the chairperson. The chairperson and two other committeepersons shall have the right to devote their full time to their duties, as such, but the remaining committeepersons shall be on a part-time basis.

(f) When the bargaining unit is 800 to 999 employees, there shall be four committeepersons, including the chairperson, all of whom shall have the right to devote their full time to their duties, as such.

**10.45** (a) Local 1054 may appoint and the company shall recognize a local negotiating committee consisting of the committeepersons appointed and recognized under section 10.44 and the chairperson of the local negotiating committee.

(b) A national representative of the union may be present and participate in meetings between the local negotiating committee and the employee relations manager or his/her nominee. More than one national representative may participate with the committee whenever mutually agreed upon,

(c) The president of local 1054, provided that he/she is an employee, shall be an ex-officio member of the local negotiating committee, but he/she shall not be paid by the company while attending meetings of the local negotiating committee.

**10.46** Each committeeperson shall be allocated as provided in section 10.03 to represent a designated group of employees (hereinafter referred to as his/her "jurisdiction").

**10.47** A committeeperson shall, with the consent of his/her supervisor, be permitted to leave his/her regular company duties for a reasonable length of time to function

as a committeeperson as in this agreement provided. Prior to functioning as a committeeperson in a department supervised by other than his/her own supervisor, he/she shall first report to the supervisor of that department.

**10.48** (a) When the number of employees in the bargaining unit is 125 or more, the chairperson of the local negotiating committee will be permitted full time for the performance of his/her duties as such. He/she will be assigned to the day shift in the plant and he/she will work the hours of the day shift whenever employees in the bargaining unit are scheduled to work such shift. In addition he/she will be entitled to be at work whenever employees of the day shift are required to work overtime on such shift. He/she will be responsible to the employee relations manager, or his/her nominee.

(b) When the number of employees in the bargaining unit is less than 125, the chairperson of the local negotiating committee shall be permitted absence from his/her regular company duties for the time necessary to function as chairperson as in this agreement provided. Absence from his/her regular company duties for such purpose shall not exceed 4 hours per working day.

**10.49** The consent of the supervisor to a committeeperson or the chairperson of the local negotiating committee who has been recognized by the company as provided in this article leaving his/her regular company duties to function as a committeeperson, as in this agreement provided, shall not be unreasonably withheld.

**10.50** An employee when elected to any of the following executive offices of the local, namely, president, vice president, recording secretary, financial secretary, chairperson of the trustees, shall not so long as he/she retains such office be required by the company to work a shift other than a day shift. Local 1054 shall notify the company in writing from time to time of the names of the employees elected to the offices enumerated in this section, the respective dates of their election and the names of the former officers whom they may be replacing.

**10.51** (a) The company agrees to make available a conference room in the plant, equipped with a desk and telephone, for the use of the employee who is the chairperson of the local negotiating committee.

(b) The company agrees to make available 2 filing cabinets, each with 3 drawers, equipped with locks for the combined use of the employee who is the chairperson of the local negotiating committee and any employees who are committeepersons, for the keeping of documents and records, which filing cabinets shall be located in the plant.

**ST. THOMAS**  
**(Sections 10.52 – 10.63 inclusive)**

**10.52** For the purpose of operating under this agreement, St. Thomas employees shall be entitled to representatives on company time in accordance with the following provisions:

(a) When the bargaining unit is less than 125 employees, there shall be three committeepersons, including the chairperson, all of whom shall be on a part-time basis.

(b) When the bargaining unit is 125 to 199 employees, there shall be three committeepersons, including the chairperson, all of whom shall be on a part-time basis.

(c) When the bargaining unit is 200 to 399 employees, there shall be three committeepersons, including the chairperson. When the plant is operating 3 shifts on production, an additional committee-person may be appointed. The chairperson shall have the right to devote his/her full time to his/her duties, as such, but the remaining committeepersons shall be on a part-time basis.

(d) When the bargaining unit is 400 to 599 employees, there shall be four committeepersons, including the chairperson. The chairperson and one other committeeperson shall have the right to devote their full time to their duties, as such, but the remaining committeepersons shall be on a part-time basis.

(e) When the bargaining unit is 600 to 799 employees, there shall be four committeepersons, including

the chairperson. The chairperson and two other committeepersons shall have the right to devote their full time to their duties, as such, but the remaining committeepersons shall be on a part-time basis.

(f) When the bargaining unit is 800 to 999 employees, there shall be four committeepersons, including the chairperson, all of whom shall have the right to devote their full time to their duties, as such.

(g) When the bargaining unit is 1,000 to 1,199 employees, there shall be five committeepersons, including the chairperson, all of whom shall have the right to devote their full time to their duties, as such.

(h) When the bargaining unit is 1,200 to 1,399 employees, there shall be six committeepersons, including the chairperson, all of whom shall have the right to devote their full time to their duties, as such.

(i) Provided the number of employees in the bargaining unit is 1,400 or more, local 1520 may, according to the number of employees therein, have the number of full-time representatives, including the chairperson, indicated in the following table:

<i>No. of No. of Employees</i>	<b><i>Representatives</i></b>
1,400 to 1,599	7
1,600 to 1,799	<b>8</b>
1,800 to 1,999	<b>9</b>
2,000 to 2,199	10
2,200 to 2,399	11
2,400 to 2,599	12
2,600 to 2,799	13

and so forth with one additional representative for each additional 200 employees.

**10.53** (a) Local 1520 may appoint and the company shall recognize a local negotiating committee not to exceed 8 members, 6 of whom shall be committeepersons and 2 members national representatives.

(b) The president of local 1520, provided that he/she is an employee, shall be an ex-officio member of the local negotiating committee, but he/she shall not be paid by the company while attending meetings of the local negotiating committee.

**10.54** (a) When the number of employees in the bargaining unit defined in section 2.05 is 1,001 or more, an additional committeeperson on a part-time basis shall be allowed on the No. 1 and No. 3 shift when more than 25 but less than 200 employees in the bargaining unit are working on such shift:

(b) Local 1520 may appoint and the company shall recognize a skilled trades committeeperson who on reporting to his/her supervisor shall be permitted to leave his/her regular company duties for the time necessary to function as in this agreement provided.

**10.55** Where a change in the number of representatives is required, because of deviations in the number of employees working above or below the number on which the representation structure is based, the requisite changes shall be accomplished within 2 weeks of the notice to the local of the occurrence of the deviation in employment requiring it.

**10.56** The following provisions are applicable to both full and part-time representatives:

(a) All committeepersons except the chairperson shall remain in the plant, and except when their duty requires them elsewhere, in their respective areas, while on company time, and shall register their attendance in the same manner as other employees are required to do.

A committeeperson shall report to an employee's supervisor, provided the supervisor is in the department, before contacting such employee in pursuance of his/her duties.

(b) The company recognizes the privilege of the chairperson to leave the plant in the course of the performance of his/her functions as such, but he/she shall notify the designated company representative, if he/she is available, when leaving and returning to the plant during



working hours. The chairperson shall register the time when he/she enters the plant and the time when he/she leaves the plant with at least 8 hours between such times, or get an approval of failure to register such times from the designated company representative. In the absence of evidence that the chairperson is abusing this privilege, the approval referred to above shall be given.

**10.57** The following provisions are applicable to representatives who are on a part-time basis:

(a) The company accords to representatives the privilege of leaving their work for the time necessary to promptly perform their duties as outlined in this agreement without loss of time, on the understanding that this privilege will not be abused and representatives will continue to work at assigned jobs at all times not required for the performance of such duties. A representative shall report to his/her supervisor when it becomes necessary to leave his/her job, and will report to an employee's supervisor, provided the supervisor is in the department, before contacting such employee in pursuance of his/her duties.

(b) A representative shall be permitted to work during layoffs so long as one of his/her constituents is at work and there is work available which he/she is able and willing to perform, and so long as he/she does not lose his/her status as a representative through readjustment of the representation structure as provided in section 10.55, without regard to the seniority provisions of this agreement.

(c) A representative shall be entitled to work overtime, if he/she so requests, whenever one or more of his/her constituents is called upon for overtime work, and there is work available which he/she is able and willing to perform. His/her privilege to leave his/her job during overtime hours, however, is limited to the handling of grievances relating to or arising from the work during these hours, in behalf of constituents working during such hours.

The representative shall be notified, if he/she is in the plant, of the overtime work at the same time as are his/her constituents who are to work.

**10.58** The following provisions are applicable to representatives who are on full-time basis:

(a) Where shifts in employment not affecting the overall employment level of the bargaining unit sufficiently to require a change in the structure of representation take place, it shall be the responsibility of the local union to see that representatives are assigned areas in such manner as to justify their devoting full time to their functions.

(b) It is understood that each representative shall be entitled to be on company time only for the same number of hours as the employees in his/her zone and shift are normally scheduled to work. When all of the employees on a shift in the plant work overtime, all of the representatives regularly on that shift in the plant may come in on overtime to represent them. When part of the employees on a shift in the plant work overtime, the number of representatives on that shift in the plant, including the chairperson, who may come in on overtime to represent them shall be proportionate to the number of employees on that shift in the plant who are called in to work such overtime, subject to the provisions of section 10.59. The proportion shall be based on the ratio of employees called in for overtime on that shift to employees working on that shift during that workweek. The chairperson or his/her nominee shall be notified when there is to be overtime worked, and he/she shall notify the representatives who may come in to represent the employees during such overtime.

(c) A committeeperson will be entitled to devote his/her full time to his/her duties as such during temporary layoffs when the number of employees in his/her zone is 65 per cent or more of the number of employees in his/her zone at the time the layoff commenced. When the number of employees in his/her zone remaining at work during such layoff is less than 65 per cent, the committeeperson shall be permitted to come in so long as one of his/her constituents is at work and there is work available which he/she is able and willing to do, but at such times he/she

shall be governed by the provisions applicable to representatives on a part-time basis, as set forth in section 10.57.

**10.59** Whenever, under section 10.58 (b) one representative only is entitled to come in as such, such representative shall be entitled to devote his/her full time to his/her duties as such if more than 150 of his/her constituents are at work. When 150 or less of his/her constituents are at work, he/she shall be permitted to come in so long as one of his/her constituents is at work and there is work available which he/she is able and willing to do, but at such times he/she shall be governed by the provisions applicable to representatives on a part-time basis, as set forth in section 10.57.

**10.60** Whenever a regular committeeperson or the chairperson is absent from the plant on his/her own time during periods when he/she is entitled to act as such, the company will recognize an alternate committeeperson or chairperson designated by the chairperson.

**10.61** An employee who is a member of the executive board of local 1520 shall not, so long as he/she continues to be a member of the executive board, be required by the company to work on a shift of which the regular quitting time is later than 6 p.m. For the purpose of this section the executive board shall not consist of more than 13 members. Local 1520 shall notify the company in writing from time to time of the names of the employees who are members of the executive board, the respective dates on which they became members and the names of former members whom they may be replacing.

**10.62** When the president of local 1520 wishes to enter the plant in St. Thomas, he/she shall notify the employee relations manager or his/her nominee. The same shall apply to the vice president of the local when he/she is acting for the president and is on leave of absence from his/her regular company duties, or to the nominee of the president of the local.

**10.63** (a) The company agrees to make available a conference room in the plant equipped with a desk and telephone for the use of the employee who is the chairperson.

(b) The company agrees to make available a filing cabinet with 3 drawers equipped with locks for the use of any employee who is a committeeperson at St. Thomas, for the keeping of documents and records, which filing cabinet shall be located in the area of the plant where the committeeperson concerned functions as a committeeperson.

## ARTICLE 11

### GENERAL GRIEVANCE PROCEDURE

**11.01** No grievance shall be considered which usurps the function of management; provided that the question of whether or not the subject matter of the grievance comes within this provision may itself be carried through the grievance procedure as part of the grievance and determined accordingly.

**11.02** The consent of the appropriate representative of the appropriate local must be obtained prior to the initial presentation of any grievance and to the filing of each appeal to the next step in the grievance procedure.

**11.03 (a)** The best efforts of the company and union representatives concerned shall be employed in resolving a grievance at each of the following steps of the grievance procedure.

(b) The decision of management at each step of the grievance procedure will be delivered to the appropriate representative of the appropriate local.

**11.04 (a)** Any employee, having a grievance may present it in writing to his/her supervisor or superintendent on forms to be supplied by the company on request of the employee or his/her steward or committee-person (the Oakville skilled trades chairperson in the case of an employee employed on the day shift in one of the trades listed in appendix 'H'), without enquiry on the part of the company as to why such form is requested by or on behalf of the employee.

(b) The supervisor or superintendent shall deal with the grievance and shall deliver his/her decision in

writing as soon as possible (step one), but in any event not later than the 2nd regular working day next following the day upon which he/she receives the grievance.

(c) The company may, however, at its discretion decline to consider any grievance which is lodged more than 10 working days after the cause of the grievance should have become known to the employee.

**11.05** In the case of a Windsor employee:

(a) If the decision of the supervisor is not satisfactory to the employee concerned, an appeal therefrom may be lodged in writing and signed by the employee, with the superintendent having jurisdiction within 3 regular working days of delivery of the decision.

(b) The superintendent shall deal with the appeal and deliver his/her decision in writing not later than the 3rd regular working day next following the day upon which the appeal is received (step two).

**11.06** (a) If the decision of the supervisor or the superintendent is not satisfactory to the employee concerned, an appeal therefrom may be lodged in writing and signed by the employee with the employee relations manager within 3 regular working days of the delivery of the decision. If the decision of the supervisor or superintendent is not delivered within the time limits herein provided, the grievance may be appealed directly to step three of the grievance procedure.

(b) Thereupon the appeal shall be placed upon an agenda for consideration at the conference next following between the employee relations manager and the local negotiating committee of the appropriate local. A conference shall be arranged, not more often than once per calendar week, between the employee relations manager and the local negotiating committee of the appropriate local for the consideration of appeals so appearing on the agenda for that conference, providing there is an agenda. The agenda, if any, shall be supplied by the appropriate local to the employee relations manager at least 2 regular working days before the day of the conference at which the appeals listed thereon are to be discussed.

(c) Management's decision on appeals taken up at a conference shall be in writing, and shall be delivered to the appropriate chairperson not later than the 3rd regular working day following the day upon which the conference is held (step three). A copy of such decisions shall be delivered to the president of the appropriate local.

**11.07** (a) If management's decision is not satisfactory to the employee concerned, written notice of appeal signed by the employee maybe served on the appropriate employee relations manager within 30 calendar days of the delivery of the decision, appealing therefrom to the umpire (step four).

(b) Not less frequently than once every three months, unless otherwise arranged by the parties, the appropriate local and the company shall review the grievances on appeal at step four. In the course of this review, the parties shall endeavour to resolve those grievances which can be settled without resorting to the umpire.

(c) Prior to settling a list of appeals to be allocated to the umpire, the appropriate local and the company shall request a further review by the national union and the central labour relations staff of the company of the grievances which have not been resolved in the course of the review described in section 11.07 (b). The president of the appropriate local and the chairperson concerned with the grievances under review, along with the employee relations manager and the labour relations supervisor concerned may participate in this review.

(d) From time to time the appropriate local and the company shall settle lists of appeals to be allocated to the umpire as provided in appendix 'E' by selecting appeals from the grievances remaining unresolved following the review described in section 11.07 (c).

**11.08** (a) The impartial umpire shall be a person jointly selected by the parties and shall continue to serve only so long as he/she continues to be acceptable to both parties.

If at any time either party desires to terminate the service of the umpire, it shall give notice in writing to that

effect, specifying the date of termination, and sending one copy to the umpire and one copy to the other party.

The party terminating the umpire's services shall specify in its notice whether or not it is agreeable to have said umpire render decisions in all cases pending before him/her up to the date of said termination, and if it determines that the umpire may decide such pending cases, the umpire shall render decisions thereon not later than thirty (30) days from the date of said notice.

If the party terminating the services of the umpire elects not to have the cases pending before him/her decided by that umpire, he/she shall render no further decisions subsequent to the time fixed in the notice, and all cases then pending before him/her shall be referred to his/her successor or to any other person the parties may agree upon.

Pending the selection of a new umpire, the parties shall, if necessary, forthwith request the Minister of Labour for Ontario to designate a sole umpire to hear and determine appeals in the interim.

(b) The parties have agreed on rules of procedure to govern appeals to the umpire. The rules are set out in appendix 'E' to this agreement.

(c) It shall be the obligation of the umpire to the company and the union to rule on cases heard by him/her within thirty (30) days after the hearing. Priority shall be given to deciding discharge cases. If, for good and proper reasons additional time is required, the umpire may request an extension of the time limits set forth above by the parties and a reasonable extension thereof shall be granted.

**11.09** The decision of the umpire shall be final and binding.

**11.10** The umpire shall not alter, add to, subtract from, modify or amend any part of this agreement.

**11.11** Subject to any law or any regulation having the force of law, scales of wages and classifications may be the subject of a supplementary agreement, and unless otherwise provided therein the umpire hereunder shall have no jurisdiction in relation to such scales and

classifications: but this shall not affect his/her jurisdiction over the matter of the application to any employee of such classifications as may from time to time be in effect.

**11.12** The expense of the umpire, if any, shall be borne in equal shares by the company and the appropriate local. The shares shall be paid directly to the umpire by each.

**11.13** An employee appearing before the umpire on the hearing of his/her appeal shall, if his/her grievance is sustained by the umpire, be paid by the company at his/her regular hourly wage rate for such time so expended by him/her at the hearing as may be certified by the umpire to have been reasonably necessary for the purpose of such hearing provided this shall not be construed as obligating the company so to pay employees concerned in a group grievance, save to the number of such employees whose evidence given at the hearing the parties agree is essential to the proper hearing of the appeal. Arrangements may be made between the company and the appropriate local for the cheque covering such payment to be sent to the president of the appropriate local for delivery to the employee entitled to such payment.

**11.14** In the event of an appeal to an umpire under this article, a full time official of the union will, on request made to the employee relations manager or parts distribution centre manager, be permitted to view any operation in the plant or parts distribution centre which is to be the subject of review by the umpire in the hearing before him/her on such appeal.

**11.15** In the absence or inability to act of the company representatives referred to throughout the grievance procedure, the company may act through nominees of the respective representatives.

**11.16** The grievance procedure hereinbefore prescribed shall apply to a grievance lodged by a group of employees, save that an appeal on a group grievance shall not be rejected on the ground of lack of signature by the employees alleging the grievance, provided one such employee signs each notice of appeal.



## ARTICLE 12

### SPECIAL GRIEVANCE PROCEDURE

**12.01** The following special procedure shall be applicable to a grievance alleging improper discharge of an employee or suspension of an employee and may be used by an employee alleging improper layoff or discrimination as defined in section 7.01 of this agreement.

(a) The consent of the appropriate local must be obtained prior to the initial presentation of the grievance and to the filing of an appeal to the next step in the grievance procedure.

(b) The grievance may be lodged in writing by the discharged or suspended employee with the employee relations manager within 5 regular working days of the discharge or suspension. In the case of an allegation of improper layoff or discrimination, the grievance may be lodged in writing by the affected employee within 5 regular working days after the cause of the grievance should have become known to the employee.

(c) Thereupon the grievance shall be handled as an appeal to the employee relations manager at step three of the general grievance procedure.

(d) If the decision is not satisfactory the matter may then proceed, on the giving of the prescribed notice of appeal as an appeal to the umpire at step four of the general grievance procedure.

**12.02** Notwithstanding anything contained elsewhere in this agreement, no grievance shall be lodged or prosecuted against the termination of employment by the company of a probationary employee unless the employee alleges that his/her discharge is not for cause or unless the employee alleges that he/she has been discriminated against in such termination of employment by reason of union activity, and the umpire shall not reverse his/her termination of employment on any other ground. This shall not prevent a probationary employee from lodging a grievance on any other working condition.

**12.03** On request by a discharged employee to his/her supervisor the employee will be given an opportunity to discuss his/her discharge with his/her committeeperson, his/her chairperson or, in the case of a Windsor or Oakville employee, his/her steward, provided such representative is then at work, before leaving the company's premises.

**12.04** (a) An allegation by the union that the company has violated or misinterpreted this agreement, where the alleged violation or misinterpretation relates to only 1 of the bargaining units defined in article 2, may be lodged in writing by the president, the vice president or a nominee of the president of the local with the employee relations manager concerned and shall be reviewed by him/her and his/her decision thereon shall be given as in the case of an appeal to him/her on a grievance. If the decision of the employee relations manager is not satisfactory to the local concerned, the matter may then proceed as an appeal to the umpire at step four of the general grievance procedure.

(b) An allegation by the union that the company has violated or misinterpreted this agreement, where the alleged violation or misinterpretation relates to more than 1 of the bargaining units defined in article 2, may be lodged in writing by the chairperson of the master negotiating committee with the vice president, employee relations and shall be reviewed by him/her and his/her decision thereon shall be given in writing within 14 regular working days following the day upon which the allegation was received by him. If the decision of the vice president, employee relations is not satisfactory to the union the matter may then proceed as an appeal to the umpire at step four of the general grievance procedure.

**12.05** Informal discussions between the company and the union with respect to a particular grievance lodged under article 11 or article 12 which has not been settled at step three may be held even though notice of appeal to the umpire has been given pursuant to section 11.07 upon the following basis:

(a) Either party may request that a particular grievance be discussed informally.

(b) No discussion will take place unless both parties are in agreement that such discussion should take place. Any such discussion shall be without prejudice to the rights of either party under the grievance procedure and shall not affect the times prescribed in which appeals must be lodged.

(c) If both parties are in agreement that a particular grievance should be discussed informally, a meeting will be held as soon as possible between the company and the union for this purpose at a location determined by mutual agreement.

## **ARTICLE 13**

### **CONFERENCES**

**13.01** Conferences between the local negotiating committee of the appropriate local and representatives of the company shall be held at the request of either party. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party at least 1 working day prior to the day for which the conference is requested unless otherwise arranged by the parties. The president of the appropriate local or, in his/her absence, the vice president, or the nominee of the president of the local may be included in any such conference with the local negotiating committee.

**13.02** Conferences between the master negotiating committee and representatives of the company shall be held at the request of either party. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party at least 7 working days prior to the day for which the conference is requested unless otherwise arranged by the parties.

**13.03** Conferences between representatives of the appropriate local at Windsor, Oakville, Niagara or St. Thomas

and company representatives shall be held from time to time at the request of either party for the purpose of discussing the work of skilled tradespersons. At such conferences the local shall be represented by the skilled trades chairperson (the local negotiating committee chairperson at Niagara) and 2 in-plant representatives and the company representatives shall include 1 member who is familiar with the work of skilled tradespersons.

**13.04** When conferences under sections 13.01 and 13.03 are initiated at the request of the company, the time spent at such conferences shall not be charged against the time allowance provided under this agreement for any chairperson, committeeperson or steward attending the conference to function as a chairperson, committeeperson or steward as the case may be.

## **ARTICLE 14**

### **ADMINISTRATION OF DISCIPLINE**

**14.01** When an employee is removed from his/her work to the desk or office of a supervisor or general superintendent or is called to an interview by a member of the staff of the employee relations office for the purpose of investigating alleged misconduct which may result in suspension or discharge of such employee, he/she shall be notified that, at such interview, if he/she desires:

(a) In the case of an interview by a supervisor or general superintendent, a Windsor or Oakville employee may require the presence of his/her steward and a Bramalea, Niagara or St. Thomas employee may require the presence of his/her committeeperson, and

(b) In the case of an interview by a member of the staff of the employee relations office, a Windsor or Oakville employee may require the presence of his/her committeeperson, a Bramalea or Niagara employee may require the presence of the chairperson of the local negotiating committee, and a St. Thomas employee may require the presence of the chairperson or his/her committeeperson.

A steward, committeeperson or chairperson when called to such an interview at the request of the employee concerned shall not have the time spent on these duties charged against the time allowance provided under this agreement for him/her to function as a steward, committeeperson or chairperson as the case may be.

**14.02** If, following such investigation, an employee is suspended or given a warning, he/she will be given written notice of such suspension or warning as soon as possible after the investigation has been completed. If the employee was represented at an interview held under the provisions of section 14.01 by a steward, committeeperson or chairperson the company will, on the request of the chairperson concerned, furnish the chairperson with a copy of such notice of suspension or warning.

**14.03** When the company contemplates disciplinary action for failure to meet an established production standard, the employee will be so notified and the steward will be promptly advised that the employee has been notified and the reasons for such notification. At St. Thomas the employee's committeeperson will be so advised.

## **ARTICLE 15**

### **SENIORITY**

**15.01 (a)** Different seniority provisions may be applicable in respect of different types of operations. Provisions which may be appropriate to one type of operation may prove to be unreasonably restrictive when applied to another type of operation.

The operations of the company at Windsor are manufacturing and engineering, at Oakville and St. Thomas the operations are assembling complete vehicles, at Bramalea they are warehousing and distributing parts, and at Niagara they are glass fabricating operations.

The union and the company have therefore agreed on the provisions with regard to seniority contained in this agreement.

(b) Deviations from the terms of this article with respect to a particular temporary layoff (except with respect to the provisions of section 15.01 (c) below) may be made by agreement between local management and the appropriate local. Any other agreement to deviate from this article shall be subject to written approval of the national union and the central labour relations staff of the company.

(c) Upon request of the appropriate local, the local parties shall enter into an agreement applying the concept of inverse seniority where:

(i) the layoff is for a definite time and limited duration, and

(ii) all employees with less than one year's seniority have been laid off from the affected group referred to below. The union agrees that any such agreement with an appropriate local shall give full consideration to and shall not, impair plant operating efficiencies, including, but not limited to, those inefficiencies which might occur as a consequence of undesirable bumping or replacement of employees. Consistent with this requirement, it is further agreed that employees shall be laid off and recalled under the terms of this inverse seniority layoff procedure by groups (defined by classification and department) to be negotiated by the local parties. It is expressly understood that the local parties shall not enter into arrangements which permit employees on inverse seniority layoff to return to work to be replaced on layoff by other employees during the period of limited layoff. Nor will an employee who is laid off pursuant to an inverse seniority arrangement be permitted to return to work as a result of exhaustion of, or disqualification from, Unemployment Insurance Benefits or company-provided Supplemental Unemployment Benefits. Nothing in the foregoing shall preclude the company from recalling any employee prior to the expiration of the limited layoff period. Local unions which believe that a particular layoff which does not meet the above criteria warrants the application of inverse seniority may make a request to that effect to the national union. The national

union may take up any such requests which it believes to be meritorious with the central labour relations staff.

(d) Any employee who has basic seniority in one bargaining unit and who, as of November 18, 1984, is on the active employment rolls of another bargaining unit or who subsequently is placed in or transferred to another bargaining unit under circumstances where he/she does not carry his/her seniority with him/her, shall, at his/her first layoff thereafter in an indefinite layoff, have his/her seniority determined by whichever of the following he/she then elects:

(i) Such employee may irrevocably waive his/her seniority in his/her basic bargaining unit and retain at the other bargaining unit his/her latest date-of-entry seniority, which will then become his/her basic seniority (it being understood that such waiver will not break the employee's "company seniority" for purposes of such plans as the vacation, holiday pay, jury duty pay, SUB or retirement plans where company, rather than plant, seniority is taken into account); or

(ii) Such employee may elect to return to his/her basic bargaining unit, in which event he/she shall be placed in, or on the recall list of, his/her basic seniority unit with full credit for seniority accumulated while working in the other unit to be included in determining his/her seniority in such basic unit, and he/she shall retain no seniority rights in any other bargaining unit.

Any employee who does not elect (i), above, in writing at the place designated by the company within five calendar days after his/her layoff shall be deemed to have elected (ii).

**SENIORITY -WINDSOR**  
**(Sections 15.02 – 15.20 inclusive)**

**15.02** Fundamentally, rules respecting seniority are designed to provide to Windsor employees an equitable measure of security based on length of service with the company at Windsor.

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**15.03** Upon completion of employment to the extent of 90 days within any period of 12 consecutive months, a Windsor employee shall be entitled to have his/her name placed on the seniority list of the occupational group in which he/she is employed, or if he/she is employed in the general group, then on the seniority list thereof.

**15.04** (a) The name of a Windsor employee shall appear on a seniority list as of the date of his/her employment, provided that the date of employment of a Windsor employee who shall have completed intermittent employment to the extent of 90 days within any period of 12 consecutive months, shall be considered to be the date 3 months prior to the date upon which such employee shall have attained seniority.

(b) A Windsor employee who on the effective date of this agreement is employed in a trade listed in appendix 'F' shall have the seniority which he/she had attained in that trade as of that date.

(c) Except as provided in section 17.02, in the event that an employee whose date of seniority has been determined in accordance with section 15.04 (b) elects to leave his/her employment in the trade concerned and transfer to other employment with the company, he/she shall thereupon forfeit all seniority rights in such trade.

(d) Subject to the provisions of section 15.03 and 15.04 (a) and (e), a Windsor employee who was not employed in a trade listed in appendix 'F' as of the effective date of this agreement, but who is thereafter employed in a trade listed in appendix 'F' shall be entitled to have his/her name placed on the seniority list of the classification of the trade in which he/she is employed as of the date of commencement of his/her employment in such trade.

(e) Upon completion of his/her apprenticeship, an apprentice shall be given seniority equal to the calendar days subsequent to his/her last hiring date as an apprentice and prior to the date of completion of his/her apprenticeship.



**15.05** A Windsor employee shall be considered a probationary employee until he/she shall have become entitled to have his/her name placed upon a seniority list, and as such shall not have any seniority rights.

**15.06** (a) Seniority lists for each department of the company's plants at Windsor shall be maintained at all times by the company, and shall be made available to any steward for inspection to the extent reasonably necessary for such steward to ascertain the seniority status of an employee employed within the jurisdiction of such steward.

(b) Seniority lists for each of the trades listed in appendix 'F' shall be maintained at all times by the company, and shall be made available to any steward for inspection to the extent reasonably necessary for such steward to ascertain the seniority status of an employee employed within the jurisdiction of such steward.

(c) The company shall post revised seniority lists as required in each department every 3 months.

(d) The master seniority record showing the seniority status of each Windsor employee will be available in the employee relations office where it may be inspected by the president of local 200 or the skilled trades chairperson or any Windsor plant chairperson for purposes pertaining to their respective duties as such.

(e) The company will supply to the president of local 200 every 3 months, 2 copies of a master seniority list of Windsor employees.

**15.07** Seniority rights of a Windsor employee shall cease for any one of the following reasons:

(a) if the employee quits his/her employment:

(b) if the employee is discharged and such discharge be not reversed through the grievance procedure;

(c) if the employee fails to report for duty for 5 consecutive working days. For the purpose of this section 15.07 (c) "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01 in the case of an employee who is employed on other than a continuous 7-day operation and shall not

include the 6th and 7th consecutive days of his/her scheduled workweek and the holidays specified in section 25.01 in the case of an employee who is employed on a continuous 7-day operation. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure);

(d) if the employee fails to return to work within 5 consecutive working days after notification so to do to his/her address on the records of the company. For the purpose of this section 15.07 (d) "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure):

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(e) if the employee is not called upon to perform work for the company for a period of 36 consecutive months or for a period equal to his/her seniority, at the date when he/she last performed work for the company, whichever shall be the greater; provided, however, that for a seniority employee at work on or after October IO, 1982, seniority rights shall cease if the employee is not called upon to perform work for the company as follows:

<i>Seniority at Dare Last Performed Work For the Company</i>	<i>Seniority Ceases if Not Called Upon to Perform Work for the Company for:</i>
2 years but less than 3 years	48 months
3 years but less than 4 years	60 months
4 years but less than 10 years	Period equal to seniority plus 12 months
10 years but less than 11 years	132 months
11 years and more	Period equal to seniority

Commencing October 10, 1982, this section 15.07 (e) shall not apply to an employee having seniority if the employee is not called upon to perform work for the company due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act.

(f) if the employee retires or is retired under the terms of the Retirement Pension Plan, in which case the following provisions shall apply:

(i) he/she shall on such retirement cease to be an employee;

(ii) if he/she has been retired on total and permanent disability pension and if he/she recovers, he/she shall have his/her seniority reinstated as though he/she had been continued on a sick leave during the period of his/her disability retirement;

(iii) if he/she retires or is retired otherwise than on a total and permanent disability pension and is subsequently re-employed he/she shall be considered a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing holiday pay and vacation pay;

(g) if the employee is issued a separation payment by the company pursuant to the Separation Payment Plan;

(h) if the employee is issued a termination payment by the company pursuant to the Termination Payment Plan, the Income Maintenance Benefit Plan, the Voluntary Termination of Employment Plan or the Lump Sum Payment Plan, in which event his/her seniority shall cease as of the date his/her application for such termination payment was received by the company.

**15.08** Notwithstanding his/her seniority status, a steward shall, subject to section 15.09 (b), be continued at work when work is available in his/her jurisdiction which he/she

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is able and willing to do, and in the event of a reduction of available work which appears to the company to be one which will exceed 24 calendar days, he/she shall be continued at work in his/her own department provided he/she is able and willing to do the work available in his/her own department.

**15.09 (a)** Notwithstanding his/her seniority status, a committeeperson shall be continued at work when work is available in his/her zone which he/she is able and willing to do and in the event of a reduction of available work which appears to the company to be one which will exceed 24 calendar days, he/she shall be continued at work in his/her own department provided he/she is able and willing to do the work available in his/her own department.

**(b)** If the amount of work available is not sufficient to provide work for both the committeeperson and a steward, the committeeperson shall be given preference.

*15.10* **(a)** In the event of a Windsor employee suffering a disability from sickness or accident, the following exception shall be made to the provisions of this agreement in favour of such employee. The company's medical advisors shall establish the employee's physical capabilities and he/she shall then be placed in work that he/she is able to perform if such work can be found in his/her classification, or in his/her department, or in the plants at Windsor. Work will be sought in the order indicated and if found the disabled employee shall be moved to such work consistent with his/her seniority.

**(b)** In the event that the disability is a major disability further exception may be made to the seniority provisions of this agreement in favour of such employee but in the event of a layoff or recall after a layoff, he/she shall be subject to the seniority provisions of this agreement which would have applied had he/she not been disabled. Following recall after a layoff, exception may again be made to the seniority provisions of this agreement in favour of such employee.

(c) Notwithstanding the foregoing provisions of this section 15.10, any employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the company may be employed in other work in the plants at Windsor which he/she can do, by mutual agreement between the company and the union, without regard to any seniority provisions of this agreement.

**15.11** In applying the other provisions of this article 15, the company may lay off any employee whose work is not required by the company for a period of up to 3 working days without regard to seniority.

**15.12** In respect of Windsor employees:

(a) In the event of a reduction of available work in an occupational group, the employee therein having the least amount of seniority shall, consistent with his/her seniority, be moved in the same department to the occupational group he/she was in previously, or in the event that he/she does not have sufficient seniority to move into such occupational group, then he/she shall be moved to the general group in such department if able and willing to perform the work required of him/her, and shall thereupon be entitled to have his/her name placed on the seniority list of the group to which he/she is so moved.

(b) In the event that a reduction of available work under section 15.12 (a) results in the transfer of an employee out of the department, such transfer shall be made in accordance with section 15.12 (c).

(c) In the event of a reduction of available work in a department the employees in the department having the greatest amount of seniority shall be retained at work in the department provided they are able and willing to do the work required of them. When effecting the rearrangement of employees required following the reduction of available work in a department, the employees in the department whose jobs have been discontinued as a result of the reduction of available work shall, if able and willing and subject to section 15.12 (a), be assigned consistent

with their respective seniority to the jobs vacated by employees having the least amount of seniority in the department who have been transferred out of the department or laid off due to an indefinite layoff.

(d) Employees transferred out of a department as the result of a reduction of available work shall be transferred to another department if able and willing to perform the work required of them.

(e) In the event that such reduction results in the layoff of an employee such layoff shall be made in accordance with section 15.14.

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001 15.13 (a) When reasonably practicable the company will give 24 hours' notice of layoff to Windsor employees. The supervisor of the department involved shall notify the committee person concerned with the layoff of the names of the employees it is proposed to lay off as soon as the names are available.

(b) In the case of an indefinite layoff the company shall, when reasonably practicable, advise the president of local 200 seven calendar days before such layoff is to go into effect of the approximate number of employees to be affected thereby and will provide him/her with a list of the names of the employees who have been laid off as soon as the names are available.

15.14 In the event a layoff of Windsor employees becomes necessary, that layoff shall be carried out as follows, provided that the employees retained to perform the work available during the layoff shall be the employees who are able and willing to perform the work required of them:

(a) (i) If it appears to the company that the layoff will not exceed 14 calendar days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within the department concerned.

(ii) If it appears to the company that the layoff in any one department will exceed 14 calendar days but will not exceed 24 calendar days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within the plant concerned.

(iii) The temporary layoff provisions shall not be used for the purpose of avoiding plant-wide layoffs or bargaining unit-wide seniority adjustments by scheduling a series of temporary layoffs.

v/c (b) If it appears to the company that the layoff in any one department will exceed 24 calendar days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority within the bargaining unit.

(c) During a temporary layoff, movement of an employee from one job to another job shall be made as a loan without rate change upward or downward. All loaned employees will be returned to their former departments as required. While on loan from one department to another during a temporary layoff carried out under section 15.14(a)(ii) an employee shall, in the following cases, be considered to be a member of the department to which he/she is loaned:

(i) in the event of a layoff carried out under section 15.11;

(ii) when a temporary layoff not exceeding 14 calendar days occurs;

(iii) for the purpose of the distribution of overtime.

(d) When vacancies occur as a result of layoffs and are being filled by the company with employees retained at work by reason of their seniority and ability, the provisions of section 17.05 governing the filling of openings shall not be applicable. Provided however that if openings occur during the same period which are not the result of layoffs the company may fill such openings through use of the job advertising procedure in the department concerned, but if no employee is appointed to fill the openings as a result of such advertisement the company may fill the openings on a temporary basis and the openings shall be advertised in the usual way when the layoff has been completed.

(e) Employees retained at work by reason of their seniority and ability following an indefinite layoff who are transferred to another department shall, upon the initial transfer to such department, be assigned, consistent with their respective seniority, to the jobs vacated on the shift to which they have been allocated by employees who have been laid off due to the indefinite layoff.

(f) In the event that probationary employees are to be continued at work during a layoff carried out under section 15.14, the company shall give consideration to retaining the probationary employees having the greatest amount of service within the department, plant or bargaining unit, depending on the type of layoff involved.

(g) A probationary employee whose employment is being terminated by the company when a layoff is being carried out shall be informed at the time of separation from the payroll that his/her employment with the company has been terminated and that he/she will not be given consideration in any recall to work. The committee person concerned shall also be informed.

(h) The parties subscribe to the principle that so far as consistent with the company's production requirements an indefinite layoff affecting Windsor employees with seniority shall not, so far as reasonably possible, take place until the hours of work have been reduced to 40 hours per week and, subject to the same considerations that on recall to work after a layoff of such employees with seniority the hours of work shall not be increased to over 40 hours per week until the company requires more production than can be reasonably anticipated to result from operations at 40 hours per week.

(i) In respect of Windsor employees employed on the operations scheduled as continuous 7-day operations as listed in appendix 'I', during a temporary layoff which appears to the company to be one which will not exceed 3 working days, the selection of employees to work shall be made in accordance with the requirements of section 15.14 except that those employees who are on their regular



scheduled days off will not be considered in selecting employees to work on those days.

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**15.15 (a)** Windsor employees will be recalled from a temporary layoff of not more than 14 calendar days in accordance with their seniority within the department concerned or, in the case of a layoff of 14 to 24 calendar days, in accordance with their seniority in the plant concerned, provided they are able and willing to perform the work required of them.

**(b) (i)** Windsor employees will be recalled from an indefinite layoff in accordance with their seniority within the bargaining unit, provided they are able and willing to perform the work required of them.

**(ii)** On a recall from an indefinite layoff, a Windsor employee who has been working in a department other than his/her base department, as defined in section 17.04, must return to his/her base department in accordance with section 17.04, when required by the company to do so.

**(iii)** When a Windsor employee is recalled from an indefinite layoff and there are no vacancies at that time in his/her base department, he/she must return to his/her base department in accordance with section 17.04, when required by the company to do so.

**15.16** When probationary employees are being recalled to work following a layoff carried out under section 15.14, the company shall give consideration to recalling the probationary employees having the greatest amount of service within the department, plant or bargaining unit, depending on the type of layoff involved. Former probationary employees who were informed at the time of separation that their employment with the company was terminated shall not be entitled to consideration when probationary employees are being recalled under this provision.

**15.17** In respect of Windsor employees:

**(a)** In the event of a reduction of available work in one of the classifications listed in appendix 'F', the employee in such classification having the least amount of seniority shall, consistent with his/her seniority, be moved

or transferred to an equally-paid classification or to the next lower paid classification in the trade concerned, if able and willing to perform the work required of him/her, and shall thereupon be entitled to have his/her name placed upon the seniority list of the classification to which he/she is so moved or transferred.

(b) In the event that such reduction results in the layoff of an employee, such layoff shall be made in accordance with section 15.18 of this agreement, provided that if the employee to be laid off is one whose seniority has been reduced in accordance with the provisions of section 15.04 (d) he/she may elect either to be laid off and retain his/her seniority in the trade or to be transferred to a classification other than one of the classifications in one of the trades listed in appendix 'F', and if so transferred the other seniority provisions contained in this agreement shall apply. If an employee elects to be so transferred, he/she shall thereupon forfeit all seniority rights in any of the trades listed in appendix 'F'. Once an employee has so elected he/she shall not again have this right of election should he/she return to the skilled trades.

**15.18** In respect of Windsor employees:

(a) If it appears to the company that a layoff affecting employees in a classification in a trade listed in appendix 'F' will not exceed 3 working days (a temporary layoff), then the employees affected shall be laid off, in accordance with their seniority within such classification in each department concerned, provided the employees retained at work are able and willing to perform the work required of them. This provision shall not be used for the purpose of avoiding trade-wide layoffs by scheduling a series of layoffs under this provision.

(b) If it appears to the company that a layoff affecting employees in a trade listed in appendix 'F' will exceed 3 working days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority in the trade concerned, provided the

employees retained at work are able and willing to perform the work required of them.

(c) Notwithstanding the provisions of section 15.17, an employee who is employed as a journeyman/woman in a trade shall not be subject to being reclassified as an apprentice in such trade.

(d) In respect of Windsor employees employed on the operations scheduled as continuous 7-day operations as listed in appendix 'I', during a temporary layoff which appears to the company to be one which will not exceed 3 working days, the selection of employees to work shall be made in accordance with the requirements of section 15.18 except that those employees who are on their regular scheduled days off will not be considered in selecting employees to work on those days.

**15.19** In the event that temporary additional help is required in any of the classifications listed in appendix 'F', then provided no employee is entitled to be recalled under section 15.20 (a), an employee employed in a classification other than one of the classifications in one of the trades listed in appendix 'F', may be called upon by the company to perform work in any classification listed in appendix 'F' provided that selection shall be made in accordance with sections 17.05 (d) and (e) and when such help is no longer required, the employee concerned shall, consistent with his/her seniority, be returned to the operation upon which he/she was employed immediately prior to being called upon to perform work in one of the classifications listed in appendix 'F'.

If an apprentice satisfactorily completes his/her apprenticeship training and is able and willing to do the work in his/her trade that is being done by temporary additional help, then it is agreed that such temporary additional help is no longer required.

**15.20** (a) When the company considers it necessary to increase the number of employees in a trade, former employees who had attained seniority in such trade prior

to being laid off in accordance with a trade-wide seniority adjustment shall be recalled in accordance with their seniority in the trade concerned provided they are able and willing to perform the work required of them.

**(b)** In the event that an increase in the number of employees in a trade occurs because of the absence of a regular employee for vacation period and while there are employees on layoff in the trade, the requirements shall be regarded as vacation replacement opportunities. In filling vacation replacement opportunities the following procedure will be used:

The employees on layoff who are entitled to be recalled will be notified at their addresses on the records of the company of the vacation replacement opportunities and of the approximate length of time of the work opportunity. An employee will have the option of accepting or rejecting the work opportunity and shall forthwith advise the company of his/her election. Those rejecting the work will not forfeit their seniority. Those accepting the work will be recalled for the period of vacation replacement only.

In the event that all of the tradespersons eligible decline the vacation replacement opportunity, the most senior employee who is entitled to be recalled will be obligated to accept the opening or forfeit his/her seniority. If requirements for tradespersons arise for reasons other than vacation replacement, either during the time that vacation replacement employees are at work or after they have again been laid off, employees will be recalled pursuant to section 15.20 (a) whether on layoff or recalled for a temporary period.

**SENIORITY – OAKVILLE**  
**(Sections 15.21 – 15.39 inclusive)**

**15.21** Fundamentally, rules respecting seniority are designed to provide to Oakville employees an equitable measure of security based on length of service with the company at Oakville.

**15.22** Upon completion of employment to the extent of 90 days within any period of 12 consecutive months, an Oakville employee shall be entitled to have his/her name placed on a seniority list.

**15.23 (a)** The name of an Oakville employee shall appear on a seniority list as of the date of his/her employment, provided that the date of employment of an Oakville employee who shall have completed intermittent employment to the extent of 90 days within any period of 12 consecutive months, shall be considered to be the date 3 months prior to the date upon which such employee shall have attained seniority.

**(b)** An Oakville employee who on the effective date of this agreement is employed in a trade listed in appendix 'H' shall have the seniority which he/she had attained in that trade as of that date.

**(c)** Except as provided in section 17.07, in the event that an employee whose date of seniority has been determined in accordance with section 15.23 (b) elects to leave his/her employment in the trade concerned and transfer to other employment with the company, he/she shall thereupon forfeit all seniority rights in such trade.

**(d)** Subject to sections 15.22 and 15.23 (a), an Oakville employee who was not employed in a trade listed in appendix 'H' as of the effective date of this agreement but who is thereafter employed in a trade listed in appendix 'H' shall be entitled to have his/her name placed on the seniority list of the trade in which he/she is employed as of the date of commencement of his employment in such trade.

**(e)** Upon completion of his/her apprenticeship, an apprentice shall be given seniority equal to the calendar days

subsequent to his/her last hiring date as an apprentice and prior to the date of completion of his/her apprenticeship.

**15.24** An Oakville employee shall be considered a probationary employee until he/she shall have become entitled to have his/her name placed upon a seniority list, and as such shall not have any seniority rights.

**15.25** (a) Seniority lists for each department of the company's plants at Oakville shall be maintained at all times by the company, and shall be made available to any steward for inspection to the extent reasonably necessary for such steward to ascertain the seniority status of an employee employed within the jurisdiction of such steward.

(b) Seniority lists for each of the trades listed in appendix 'H' shall be maintained at all times by the company, and shall be made available to any steward for inspection to the extent reasonably necessary for such steward to ascertain the seniority status of an employee employed within the jurisdiction of such steward.

(c) The company shall post revised lists as required in each department every 3 months.

(d) The master seniority record showing the seniority status of each Oakville employee will be available in the employee relations department where it may be inspected by the president of local 707 or the skilled trades chairperson or any Oakville plant chairperson for purposes pertaining to their respective duties as such.

(e) The company will supply to the president of local 707 every 3 months, 2 copies of a master seniority list of Oakville employees.

**15.26** Seniority rights of an Oakville employee shall cease for any one of the following reasons:

(a) if the employee quits his/her employment;

(b) if the employee is discharged and such discharge be not reversed through the grievance procedure;

(c) if the employee fails to report for duty for 5 consecutive working days. For the purpose of this section 15.26(c) "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section

25.01. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure);

(d) if the employee fails to return to work within 5 consecutive working days after notification so to do to his/her address on the records of the company. For the purpose of this section 15.26 (d) "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure);

(e) if the employee is not called upon to perform work for the company for a period of 36 consecutive months or for a period equal to his/her seniority at the date when he/she last performed work for the company, whichever shall be the greater; provided, however, that for a seniority employee at work on or after October 10, 1982, seniority rights shall cease if the employee is not called upon to perform work for the company as follows:

<b><i>Seniority at Date Last Performed Work For the Company</i></b>	<b><i>Seniority Ceases if Not Called upon to Perform Work for the Company for:</i></b>
2 years but less than 3 years	48 months
3 years but less than 4 years	60 months
4 years but less than 10 years	Period equal to seniority plus 12 months
10 years but less than 11 years	132 months
11 years and more	Period equal to seniority

Commencing October 10, 1982, this section 15.26 (e) shall not apply to an employee having seniority if the employee is not called upon to perform work for the company due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act.

(f) if the employee retires or is retired under the terms of the Retirement Pension Plan in which case the following provisions shall apply:

(i) he/she shall on such retirement cease to be an employee;

(ii) if he/she has been retired on total and permanent disability pension and if he/she recovers, he/she shall have his/her seniority reinstated as though he/she had been continued on a sick leave during the period of his/her disability retirement;

(iii) if he/she retires or is retired otherwise than on a total permanent disability pension and is subsequently re-employed he/she shall be considered a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing holiday pay and vacation pay;

(g) if the employee is issued a separation payment by the company pursuant to the Separation Payment Plan;

(h) if the employee is issued a termination payment by the company pursuant to the Termination Payment Plan, the Income Maintenance Benefit Plan, the Voluntary Termination of Employment Plan or the Lump Sum Payment Plan, in which event his/her seniority shall cease as of the date his/her application for such termination payment was received by the company.

**15.27** Notwithstanding his/her seniority status, a steward shall, subject to section 15.28 (b), be continued at work when work is available in his/her jurisdiction which he/she is able and willing to do, and in the event of a reduction of available work which appears to the company to be one which will exceed 24 calendar days, he/she shall be continued at work in his/her own department provided he/she is able and willing to do the work available in his/her own department.

**15.28** (a) Notwithstanding his/her seniority status, a committeeperson shall be continued at work when work is available in his/her zone which he/she is able and willing



to do and in the event of a reduction of available work which appears to the company to be one which will exceed 24 calendar days, he/she shall be continued at work in his/her own department provided he/she is able and willing to do the work available in his/her own department.

(b) If the amount of work available is not sufficient to provide work for both the committeeperson and a steward, the committeeperson shall be given preference.

**15.29** (a) In the event of an Oakville employee suffering a disability from sickness or accident, the following exception shall be made to the provisions of this agreement in favour of such employee. The company's medical advisors shall establish the employee's physical capabilities and he/she shall then be placed in work that he/she is able to perform if such work can be found in his/her classification, or in his/her department, or in the plants at Oakville. Work will be sought in the order indicated and if found the disabled employee shall be moved to such work consistent with his/her seniority.

(b) In the event that the disability is a major disability further exception may be made to the seniority provisions of this agreement in favour of such employee but in the event of a layoff or recall after a layoff, he/she shall be subject to the seniority provisions of this agreement which would have applied had he/she not been disabled. Following recall after a layoff, exception may again be made to the seniority provisions of this agreement in favour of such employee.

(c) Notwithstanding the foregoing provisions of this section 15.29, any employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the company may be employed in other work in the plants at Oakville which he/she can do, by mutual agreement between the company and the union, without regard to any seniority provisions of this agreement.

**15.30** In applying the other provisions of this article 15, the company may lay off any employee whose work is not

required by the company for a period of up to 3 working days without regard to seniority.

**15.31** In respect of Oakville employees:

(a) In the event of a reduction of available work in a utility classification, the employee therein having the least amount of seniority shall, consistent with his/her seniority, be moved in the same department to the classification in relation to which he/she was performing a utility function, or in the event that he/she does not have sufficient seniority to move into such classification, then he/she shall be moved to the classification he/she was in previously, or in the event that he/she does not have sufficient seniority to move into such classification, then he/she shall be moved to the lowest paid classification in the department, if able and willing to perform the work required of him/her.

(b) In the event of a reduction of available work in any other classification, the employee therein having the least amount of seniority shall, consistent with his/her seniority, be moved in the same department to the classification he/she was in previously, or in the event that he/she does not have sufficient seniority to move into such classification, he/she shall be moved to the lowest paid classification in the department, if able and willing to perform the work required of him/her.

(c) In the event that a reduction of available work under sections 15.31 (a) or (b) results in the transfer of an employee out of the department, such transfer shall be made in accordance with section 15.31 (d).

(d) In the event of a reduction of available work in a department the employees in the department having the greatest amount of seniority shall be retained at work in the department provided they are able and willing to do the work required of them. When effecting the rearrangement of employees required following the reduction of available work in a department, the employees in the department whose jobs have been discontinued as a result of the reduction of available work shall, if able and willing,

and subject to sections 15.31 (a) and (b), be assigned consistent with their respective seniority to the jobs vacated by employees having the least amount of seniority in the department who have been transferred out of the department or laid off due to an indefinite layoff.

(e) Employees transferred out of a department as the result of a reduction of available work shall be transferred to another department if able and willing to perform the work required of them.

(f) In the event that such reduction results in the layoff of an employee such layoff shall be made in accordance with section 15.33.

**15.32** (a) When reasonably practicable the company will give 24 hours' notice of layoff to Oakville employees. The supervisor of the department involved shall notify the committee person concerned with the layoff of the names of the employees it is proposed to layoff as soon as the names are available.

(b) In the case of an indefinite layoff the company shall, when reasonably practicable, advise the president of local 707 seven calendar days before such layoff is to go into effect of the approximate number of employees to be affected thereby and will provide him/her with a list of the names of the employees who have been laid off as soon as the names are available.

**15.33** In the event a layoff of Oakville employees becomes necessary, that layoff shall be carried out as follows, provided that the employees retained to perform the work available during the layoff shall be the employees who are able and willing to perform the work required of them:

(a) (i) If it appears to the company that the layoff will not exceed 14 calendar days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within the department concerned.

(ii) If it appears to the company that the layoff in any one department will exceed 14 calendar days but will not exceed 24 calendar days (a temporary layoff),

then the employees affected shall be laid off in accordance with their seniority within the plant concerned.

(iii) The temporary layoff provisions shall not be used for the purpose of avoiding plant-wide layoffs or bargaining unit-wide seniority adjustments by scheduling a series of temporary layoffs.

(b) If it appears to the company that the layoff in any one department will exceed 24 calendar days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority within the bargaining unit.

(c) During a temporary layoff, movement of an employee from one job to another job shall be made as a loan without rate change upward or downward.

All loaned employees will be returned to their former departments as required.

While on loan from one department to another during a temporary layoff carried out under section 15.33 (a) (ii) an employee shall, in the following cases, be considered to be a member of the department to which he/she is loaned;

(i) in the event of a layoff carried out under section 15.30;

(ii) when a temporary layoff not exceeding 14 calendar days occurs;

(iii) for the purpose of the distribution of overtime.

(d) When vacancies occur as a result of layoffs and are being filled by the company with employees retained at work by reason of their seniority and ability, the provisions of section 17.10 governing the filling of openings shall not be applicable. Provided however that if openings occur during the same period which are not the result of layoffs the company may fill such openings through use of the job advertising procedure in the department concerned, but if no employee is appointed to fill the openings as a result of such advertisement the company may fill the openings on a temporary basis and the openings shall be advertised in the usual way when the layoff has been completed.

(e) Employees retained at work by reason of their seniority and ability following an indefinite layoff who are transferred to another department shall, upon the initial transfer to such department, be assigned, consistent with their respective seniority, to the jobs vacated on the shift to which they have been allocated by employees who have been laid off due to the indefinite layoff.

(f) In the event that probationary employees are to be continued at work during a layoff carried out under section 15.33, the company shall give consideration to retaining the probationary employees having the greatest amount of service within the department, plant or bargaining unit, depending on the type of layoff involved.

(g) A probationary employee whose employment is being terminated by the company when a layoff is being carried out shall be informed at the time of separation from the payroll that his/her employment with the company has been terminated and that he/she will not be given consideration in any recall to work. The committee person concerned shall also be informed.

(h) The parties subscribe to the principle that so far as consistent with the company's production requirements an indefinite layoff affecting Oakville employees with seniority shall not, so far as reasonably possible, take place until the hours of work have been reduced to 40 hours per week and, subject to the same considerations that on recall to work after a layoff of such employees with seniority the hours of work shall not be increased to over 40 hours per week until the company requires more production than can be reasonably anticipated to result from operations at 40 hours per week.

**15.34** (a) Oakville employees will be recalled from a temporary layoff of not more than 14 calendar days in accordance with their seniority within the department concerned or, in the case of a layoff of 14 to 24 calendar days, in accordance with their seniority in the plant concerned, provided they are able and willing to perform the work required of them.

(b) (i) Oakville employees will be recalled from an indefinite layoff in accordance with their seniority within the bargaining unit, provided they are able and willing to perform the work required of them.

(ii) On a recall from an indefinite layoff, an Oakville employee who has been working in a department other than his/her base department, as defined in section 17.09, must return to his/her base department in accordance with section 17.09, when required by the company to do so.

(iii) When an Oakville employee is recalled from an indefinite layoff and there are no vacancies at that time in his/her base department, he/she must return to his/her base department in accordance with section 17.09, when required by the company to do so.

(c) When probationary employees are being recalled to work following a layoff carried out under section 15.33, the company shall give consideration to recalling the probationary employees having the greatest amount of service within the department, plant or bargaining unit, depending on the type of layoff involved. Former probationary employees who were informed at the time of separation that their employment with the company was terminated shall not be entitled to consideration when probationary employees are being recalled under this provision.

**15.35** (a) The following principles are recognized by the parties with respect to model changes and model change layoffs:

It is desirable that, under normal circumstances, the changeovers to new models should be carried out promptly.

Model changes and the layoffs and recalls of employees which occur during model change can best be carried out by applying seniority on a department basis in laying off and recalling employees following the progressive run out of models. However, should the commencement of production of new models be unduly delayed, provision should be made for applying seniority on a bargaining unit-wide basis during the period of the delay.

The parties have therefore agreed that the provisions of this section 15.35 shall apply to layoffs and recalls during model changes at Oakville provided always that the employees to be retained or recalled to perform the work available during model changes under the provisions of this section shall be employees who are able and willing to perform the work required of them.

(b) For purposes of this section 15.35, a model change layoff shall commence at a time to be determined by the company and notice of the date of commencement shall be posted on the bulletin boards. For the first 5 working days after the commencement of a model change layoff, employees will be laid off as they progressively complete their jobs. On the 6th working day after the commencement of a model change layoff, the working force shall be adjusted in accordance with seniority within each department. Thereafter, throughout a model change layoff employees shall, except as otherwise provided in this section 15.35, be laid off and recalled on the basis of seniority within each department. The company may make this adjustment to departmental seniority earlier than the 6th working day after the commencement of the model change layoff in any department. Prior to the commencement of a model change layoff, the company will inform the local negotiating committee of those departments from which employees will be laid off on the basis of seniority within the department from the commencement of the model change layoff.

(c) A model change layoff shall be considered to continue either until all employees who have been laid off on a model change layoff have been recalled or until 21 calendar days have elapsed after the first unit of new model production (other than pilot or pre-production models) has been produced off the end of the final assembly line, whichever first occurs. When 21 calendar days have elapsed following the day when the first unit of new model production (other than pilot or pre-production models) is produced off the final assembly line then, unless all the

employees who were laid off on a model change layoff have been recalled, the working force shall be adjusted in accordance with seniority within the bargaining unit and the other provisions of this agreement will apply. The company may make this adjustment to seniority within the bargaining unit before 21 calendar days have elapsed after the first unit of new model production (other than pilot or pre-production models) has been produced off the end of the final assembly line.

(d) If 14 calendar days have elapsed following the 5th working day after the commencement of a model change layoff and the first unit of new model production (other than pilot or pre-production models) has not been produced off the end of the final assembly line, then the working force shall be adjusted in accordance with seniority within the bargaining unit and employees shall be laid off and recalled on the basis of their seniority within the bargaining unit within 3 working days unless such first unit of new model production is produced off the end of the final assembly line before such 3 working days have elapsed. The company may make this adjustment to bargaining unit-wide seniority earlier than the time fixed for the adjustment by the preceding sentence. If the working force is adjusted in accordance with seniority within the bargaining unit, then when it appears to the company that the first unit of new model production (other than pilot or pre-production models) will be produced off the end of the final assembly line within 3 working days, the working force may be readjusted in accordance with seniority within each department and in any event when such first unit of new model production has been produced off the end of the final assembly line the working force shall be re-adjusted in accordance with seniority within each department and thereafter during the balance of a model change layoff employees shall be laid off and recalled on the basis of seniority within each department.

(e) During a model change layoff, movement of an employee from one job to another job shall be made as



a loan without rate change upward or downward. All loaned employees will be returned to their former departments as required. An employee who is on loan from one department to another as a result of a bargaining unit-wide seniority adjustment during a model change layoff shall, in the following cases, be considered to be an employee of the department to which he/she is loaned:

(i) in the event of a layoff carried out under section 15.30;

(ii) when a temporary layoff under section 15.33(a) occurs;

(iii) for the purpose of the distribution of overtime.

**(f)** When vacancies occur as a result of layoffs under the terms of this section 15.35 and are being filled by the company with employees retained at work by reason of their seniority and ability, the provisions of section 17.10 governing the filling of openings shall not be applicable. Provided however that if openings occur during the same period which are not the result of layoffs the company may fill such openings through use of the job advertising procedure in the department concerned, but if no employee is appointed to fill the openings as a result of such advertisement the company may fill the openings on a temporary basis and the openings shall be advertised in the usual way when the model change layoff has been completed.

**(g)** The company may during a model change layoff retain in employment or recall from layoff employees in any of the utility classifications in their respective departments without regard to seniority.

**(h)** In the event of a layoff not exceeding 3 working days occurring at any time during a model change layoff the company may apply the provisions of section 15.30. The company may also apply the provisions of sections 15.33 (a) and 15.34 (a) during a model change layoff when the working force has been adjusted in accordance with seniority within the bargaining unit under the provisions of this section 15.35.

(i) Should a vacation period or paid holiday occur during a model change layoff, such periods shall be excluded in the calculation of all time limits described in this section 15.35, except when such periods occur after the first unit of new model production (other than pilot or pre-production models) has been produced off the end of the final assembly line and the working force is scheduled to produce further new units during such periods.

(j) In the event that, during the period of a model change layoff the company schedules a further model change relating to a model or models not involved in the existing model change and produced on a separate final assembly line, the company shall specify the departments which it considers will be affected by the further model change layoff and shall specify these departments in the notice fixing the date of commencement of such further model change layoff. From the date fixed for the commencement of the further model change layoff the departments so specified and the employees in those departments shall be regarded as having been withdrawn from the model change layoff previously in effect and shall constitute a separate group for the purposes of the further model change layoff to which all the provisions of this section 15.35 shall be applied separately during the period of the further model change layoff. The departments so specified and the employees in those departments shall continue to be regarded as a separate group for all purposes so long as either model change layoff is continuing. Notwithstanding the foregoing provisions of this section 15.35 (j), each employee shall retain his/her seniority in the department of which he/she was a member before any model change layoff commenced (called his/her original department) and if, because of layoffs in the existing model change layoff, an employee is attached to a department to be affected by the further model change layoff (called his/her new department), then he/she shall continue to be regarded as a member of his/her new department and the separate group for the purposes of the further model change layoff only until

he/she is required in his/her original department or until the first unit of new model production (other than pilot or pre-production models) has been produced during such further model change when he/she shall be returned to his/her original department and shall be subject to and entitled to layoff and recall in accordance with the provisions governing layoff and recall then in force in his/her original department.

**15.36** In respect of Oakville employees:

(a) In the event of a reduction of available work in one of the classifications listed in appendix 'H', the employee in such classification having the least amount of seniority shall, consistent with his/her seniority, be moved or transferred to an equally-paid classification or to the next lower paid classification in the trade concerned, if able and willing to perform the work required of him/her.

(b) In the event that such reduction results in the layoff of an employee such layoff shall be made in accordance with section 15.37, provided that if the employee to be laid off is one whose seniority has been reduced in accordance with section 15.23 (d) he/she may elect either to be laid off and retain his/her seniority in the trade or to be transferred to a classification other than one of the classifications listed in appendix 'H', and if so transferred the other seniority provisions contained in this agreement shall apply. If an employee elects to be so transferred, he/she shall thereupon forfeit all seniority rights in any of the trades listed in appendix 'H'. Once an employee has so elected he/she shall not again have this right of election should he/she return to the skilled trades.

**15.37** In respect of Oakville employees:

(a) If it appears to the company that a layoff affecting employees in a classification in a trade listed in appendix 'H' will not exceed 3 working days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within such classification in each department concerned, provided the employees retained at work are able and willing to perform the work

required of them. This provision shall not be used for the purpose of avoiding trade-wide layoffs by scheduling a series of layoffs under this provision.

(b) If it appears to the company that a layoff affecting employees in a trade listed in appendix 'H' will exceed 3 working days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority in the trade concerned, provided the employees retained at work are able and willing to perform the work required of them.

(c) Notwithstanding the provisions of section 15.36, an employee who is employed as a journeyman in a trade shall not be subject to being reclassified as an apprentice in such trade.

(d) In the event of an interruption of work employees employed in the classifications listed in appendix 'H' whose work is interrupted thereby may be laid off without regard to seniority for the balance of the shift during which the interruption occurred and for the whole of 1 shift on the following day. If more than 1 shift per day is being worked then employees employed in the classifications listed in appendix 'H' whose work is interrupted by an interruption of work on an earlier shift in that day may be laid off without regard to seniority for the shift which he/she would have worked on the day of the interruption and for 1 shift on the following day.

**15.38** In the event that temporary additional help is required in any of the classifications listed in appendix 'H', then provided no employee is entitled to be recalled under section 15.39 (a), an employee employed in a classification other than one of the classifications listed in appendix 'H' may be called upon by the company to perform work in any classification listed in appendix 'H', provided that selection shall be made in accordance with paragraph 3(d), (e) and (f) of Exhibit B (Oakville) and when such help is no longer required, the employee concerned shall, consistent with his/her seniority, be returned to the operation upon which he/she was employed immediately prior to being

called upon to perform work in one of the classifications listed in appendix 'H'.

**15.39** (a) When the company considers it necessary to increase the number of employees in a trade, former employees who had attained seniority in such trade prior to being laid off in accordance with a trade-wide seniority adjustment, shall be recalled in accordance with their seniority in the trade concerned provided they are able and willing to perform the work required of them.

(b) In the event that an increase in the number of employees in a trade occurs because of the absence of a regular employee for vacation period and while there are employees on layoff in the trade the requirements shall be regarded as vacation replacement opportunities. In filling vacation replacement opportunities the following procedure will be used:

The employees on layoff who are entitled to be recalled will be notified at their addresses on the records of the company of the vacation replacement opportunities and of the approximate length of time of the work opportunity. An employee will have the option of accepting or rejecting the work opportunity and shall forthwith advise the company of his/her election. Those rejecting the work will not forfeit their seniority. Those accepting the work will be recalled for the period of vacation replacement only.

In the event that all of the tradespersons eligible decline the vacation replacement opportunity, the most senior employee who is entitled to be recalled will be obligated to accept the opening or forfeit his/her seniority. If requirements for tradespersons arise for reasons other than vacation replacement, either during the time that vacation replacement employees are at work or after they have again been laid off, employees will be recalled pursuant to section 15.39 (a) whether on layoff or recalled for a temporary period.

**SENIORITY – BRAMALEA**  
**(Sections 15.40 – 15.53 inclusive)**

**15.40** Fundamentally, rules respecting seniority are designed to provide to Bramalea employees an equitable measure of security based on length of service with the company at Bramalea.

**15.41** Upon completion of employment to the extent of 90 days within any period of 12 consecutive months, a Bramalea employee shall be entitled to have his/her name placed on the seniority list.

**15.42** The name of a Bramalea employee shall appear on the seniority list as of the date of his/her employment, provided that the date of employment of a Bramalea employee who shall have completed intermittent employment to the extent of 90 days within any period of 12 consecutive months, shall be considered to be the date 3 months prior to the date upon which such employee shall have attained seniority.

**15.43** A Bramalea employee shall be considered a probationary employee until he/she shall have become entitled to have his/her name placed upon the seniority list, and as such shall not have any seniority rights.

**15.44** (a) A seniority list for the Bramalea parts distribution centre shall be maintained at all times by the company, and shall be made available to any committeeperson for inspection to the extent reasonably necessary for such committeeperson to ascertain the seniority status of an employee employed within the jurisdiction of such committeeperson.

(b) The company shall post a revised seniority list as required every 3 months.

(c) The company will supply to the chairperson of the local negotiating committee every 3 months 2 copies of the seniority list of Bramalea employees.

**15.45** Seniority rights of a Bramalea employee shall cease for any one of the following reasons:

(a) if the employee quits his/her employment;

(b) if the employee is discharged and such discharge be not reversed through the grievance procedure;

(c) if the employee fails to report for duty for 5 consecutive working days. For the purpose of this section 15.45 (c) "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.0 I. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations manager for such failure):

(d) if the employee fails to return to work within 5 consecutive working days after notification so to do to his/her address on the records of the company. For the purpose of this section 15.45 (d) "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations manager for such failure);

(e) if the employee is not called upon to perform work for the company for a period of 36 consecutive months or for a period equal to his/her seniority at the date when he/she last performed work for the company, whichever shall be the greater; provided, however, that for a seniority employee at work on or after October 10, 1982, seniority rights shall cease if the employee is not called upon to perform work for the company as follows:

<b><i>Seniority at Date Last Performed Work For the Company</i></b>	<b><i>Seniority Ceases if Not Called Upon to Perform Work for the Company for:</i></b>
2 years but less than 3 years	48 months
3 years but less than 4 years	60 months
4 years but less than 10 years	Period equal to seniority plus 12 months
10 years but less than 11 years	132 months
11 years and more	Period equal to seniority

Commencing October 10, 1982, this section 15.45 (e) shall not apply to an employee having seniority if the employee

is not called upon to perform work for the company due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act.

(f) if the employee retires or is retired under the terms of the Retirement Pension Plan, in which case the following provisions shall apply:

(i) he/she shall on such retirement cease to be an employee;

(ii) if he/she has been retired on total and permanent disability pension and if he/she recovers he/she shall have his/her seniority reinstated as though he/she had been continued on a sick leave during the period of his/her disability retirement;

(iii) if he/she retires or is retired otherwise than on a total and permanent disability pension and is subsequently re-employed he/she shall be considered a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing holiday pay and vacation pay:

(g) if the employee is issued a separation payment by the company pursuant to the Separation Payment Plan;

(h) if the employee is issued a termination payment by the company pursuant to the Termination Payment Plan, the Income Maintenance Benefit Plan, the Voluntary Termination of Employment Plan or the Lump Sum Payment Plan, in which even his/her seniority shall cease as of the date his/her application for such termination payment was received by the company.

**15.46** Notwithstanding his/her seniority status, a committeeperson shall be continued at work, subject to section 15.47 (c), when work is available in his/her jurisdiction which he/she is able and willing to do.

**15.47** (a) Notwithstanding his/her seniority status, when the number of employees in the bargaining unit is less than 225, the chairperson of the local negotiating committee at



Bramalea shall be continued at work when work which he/she is able and willing to do is available in the bargaining unit.

(b) Notwithstanding his/her seniority status, the president of local 584 shall be continued at work subject to section 15.47 (c) during a layoff when work which he/she is able and willing to do is available on the day shift in the bargaining unit.

(c) If the amount of work available is not sufficient to provide work for the chairperson of the local negotiating committee, a committeeperson and the president, the chairperson of the local negotiating committee and the committee person, in that order, shall be given preference.

**15.48** (a) In the event of a Bramalea employee suffering a disability from sickness or accident, the following exception shall be made to the provisions of this agreement in favour of such employee. The company's medical advisors shall establish the employee's physical capabilities and he/she shall then be placed in work that he/she is able to perform if such work can be found in his/her classification, or in the parts distribution centre at Bramalea. Work will be sought in the order indicated and if found the disabled employee shall be moved to such work consistent with his/her seniority.

(b) In the event that the disability is a major disability further exception may be made to the seniority provisions of this agreement in favour of such employee but in the event of a layoff or recall after a layoff, he/she shall be subject to the seniority provisions of this agreement which would have applied had he/she not been disabled. Following recall after a layoff, exception may again be made to the seniority provisions of this agreement in favour of such employee.

(c) Notwithstanding the foregoing provisions of this section 15.48, any employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the company may

be employed in other work in the parts distribution centre at Bramalea which he/she can do, by mutual agreement between the company and the union, without regard to any seniority provisions of this agreement.

**15.49** In applying the other provisions of this article 15, the company may lay off any employee whose work is not required by the company for a period of up to 3 working days without regard to seniority.

**15.50** In respect of Bramalea employees:

(a) In the event of a reduction of available work in a classification, the employee therein having the least amount of seniority shall, consistent with his/her seniority, be moved to the classification he/she was in previously, or in the event he/she does not have sufficient seniority to move into such classification, then, consistent with the provisions of this agreement, he/she shall be moved to another classification provided he/she is able and willing to do the work required of him/her.

(b) In the event that such reduction results in the layoff of an employee such layoff shall be made in accordance with section 15.52.

**15.51** (a) When reasonably practicable, the company will give 24 hours' notice of layoff to Bramalea employees. The employee relations manager shall notify the chairperson of the local negotiating committee at Bramalea of the names of employees it is proposed to lay off as soon as the names are available.

(b) In the case of a layoff which appears to the company to be likely to exceed 6 calendar days the company shall, when reasonably practicable advise the chairperson of such local negotiating committee 7 calendar days before such layoff is to go into effect of the approximate number of employees to be affected thereby and will provide him/her with a list of the names of the employees who have been laid off as soon as the names are available.

**15.52** (a) In the event of any layoff of Bramalea employees, other than a layoff not exceeding 3 working days carried out under section 15.49, the employees affected shall

be laid off in accordance with their seniority provided that the employees retained to perform the work available during the layoff are able and willing to perform the work required of them.

(b) In the event that probationary employees are to be continued at work during a layoff carried out under section 15.52, the company shall give consideration to retaining the probationary employees having the greatest amount of service.

(c) A probationary employee whose employment is being terminated by the company when a layoff is being carried out shall be informed at the time of separation from the payroll that his/her employment with the company has been terminated and that he/she will not be given consideration in any recall to work. The committee person concerned shall also be informed.

(d) The parties subscribe to the principle that so far as consistent with the company's production or other work requirements a layoff for more than 6 calendar days and affecting Bramalea employees with seniority shall not, so far as reasonably possible, take place until the hours of work have been reduced to 40 hours per week and, subject to the same considerations, that on recall to work after a layoff of such employees with seniority the hours of work shall not be increased to over 40 hours per week until the company requires more production or other work performed than can be reasonably anticipated to result from operations at 40 hours per week.

**15.53** (a) When the company considers it necessary to increase the number of employees in the bargaining unit, former Bramalea employees will be recalled in accordance with their seniority within the bargaining unit provided they are able and willing to perform the work required of them.

(b) When probationary employees are being recalled to work following a layoff carried out under section 15.52, the company shall give consideration to recalling the probationary employees having the greatest

amount of service. Former probationary employees who were informed at the time of separation that their employment with the company was terminated shall not be entitled to consideration when probationary employees are being recalled under this provision.

**SENIORITY – NIAGARA**  
**(Sections 15.54 – 15.71 inclusive)**

**15.54** Fundamentally, rules respecting seniority are designed to provide to Niagara employees an equitable measure of security based on length of service with the company at Niagara.

**15.55** Upon completion of employment to the extent of 90 days within any period of 12 consecutive months, a Niagara employee will be entitled to have his/her name placed on the seniority list.

**15.56** (a) The name of a Niagara employee shall appear on the seniority list as of the date of his/her employment, provided that the date of employment of a Niagara employee who shall have completed intermittent employment to the extent of 90 days within any period of 12 consecutive months, shall be considered to be the date 3 months prior to the date upon which such employee shall have attained seniority.

(b) A Niagara employee who on the effective date of this agreement is employed in a trade listed in appendix 'K' shall have the seniority which he/she had attained in that trade as of that date.

(c) Except as provided in section 17.15, in the event that an employee whose date of seniority has been determined in accordance with section 15.56 (b) elects to leave his/her employment in the trade concerned and transfer to other employment with the company, he/she shall thereupon forfeit all seniority rights in such trade.

(d) Subject to the provisions of sections 15.55 and 15.56 (a) a Niagara employee who was not employed in a trade listed in appendix 'K' as of the effective date of

this agreement but who is thereafter employed in a trade listed in appendix 'K' shall be entitled to have his/her name placed on the seniority list of the trade in which he/she is employed as of the date of commencement of his/her employment in such trade.

**15.57** A Niagara employee shall be considered a probationary employee until he/she shall have become entitled to have his/her name placed on the seniority list and as such shall not have any seniority rights.

**15.58** (a) Seniority lists for each department at Niagara shall be maintained at all times by the company, and shall be made available to any committee person for inspection to the extent reasonably necessary for such committee person to ascertain the seniority status of an employee employed in his/her jurisdiction.

(b) Seniority lists for each of the trades listed in appendix 'K' shall be maintained at all times by the company, and shall be made available to any committee person for inspection to the extent reasonably necessary for such committee person to ascertain the seniority status of an employee employed within the jurisdiction of such committee person.

(c) The company shall post revised seniority lists as required in each department every 3 months.

(d) The master seniority record showing the seniority status of each Niagara employee will be available in the employee relations department where it may be inspected by the chairperson of the local negotiating committee for purposes pertaining to his/her duties as such.

(e) The company will supply to the chairperson of the local negotiating committee every 3 months 2 copies of the master seniority list of employees.

**15.59** Seniority rights of a Niagara employee shall cease for any one of the following reasons:

- (a) if the employee quits his/her employment;
- (b) if the employee is discharged and such discharge be not reversed through the grievance procedure;
- (c) if the employee fails to report for duty for 5 consecutive working days. For the purpose of this section

15.59 (c), "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01 in the case of an employee who is employed on other than a continuous 7-day operation, and shall not include the 6th and 7th consecutive days of his/her scheduled work week and the holidays specified in section 25.01 in the case of an employee who is employed on a continuous 7-day operation. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure.)

(d) if the employee fails to return to work within 5 consecutive working days after notification so to do to his/her address on the records of the company. For the purpose of this section 15.59(d), "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure.)

(e) if the employee is not called upon to perform work for the company for a period of 36 consecutive months, or for a period equal to his/her seniority at the date when he/she last performed work for the company, whichever shall be the greater; provided, however, that for a seniority employee at work on or after October IO, 1982, seniority rights shall cease if the employee is not called upon to perform work for the company as follows:

<b><i>Seniority at Date Last Performed Work For the Company</i></b>	<b><i>Seniority Ceases if Not Called Upon to Perform Work for the Company for:</i></b>
2 years but less than 3 years	48 months
3 years but less than 4 years	60 months
4 years but less than IO years	Period equal to seniority plus 12 months
IO years but less than 11 years	132 months
11 years and more	Period equal to seniority

Commencing October 10, 1982, this section 15.59 (e) shall not apply to an employee having seniority if the employee is not called upon to perform work for the company due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act.

(f) if the employee retires or is retired under the terms of the Retirement Pension Plan, in which case the following provisions shall apply:

(i) he/she shall on such retirement cease to be an employee:

(ii) if he/she has been retired on total and permanent disability pension and if he/she recovers he/she shall have his/her seniority reinstated as though he/she had been continued on sick leave during the period of his/her disability retirement;

(iii) if he/she retires or is retired otherwise than on a total and permanent disability pension and is subsequently re-employed he/she shall be considered a new employee, and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing holiday pay and vacation pay.

(g) if the employee is issued a separation payment by the company pursuant to the Separation Payment Plan;

(h) if the employee is issued a termination payment by the company pursuant to the Termination Payment Plan, the Income Maintenance Benefit Plan, the Voluntary Termination of Employment Plan or the Lump Sum Payment Plan, in which event his/her seniority shall cease as of the date his/her application for such termination payment was received by the company.

**15.60** Notwithstanding his/her seniority status, a committeeperson shall be continued at work subject to section 15.61 (c) when work is available in his/her jurisdiction which he/she is able and willing to do and in the event of a reduction of available work which appears to the company

to be one which will exceed 14 calendar days, he/she shall be continued at work in his/her own department provided he/she is able and willing to do the work available in his/her own department.

**15.61** (a) Notwithstanding his/her seniority status, when the number of employees in the bargaining unit is less than 125, the chairperson of the local negotiating committee at Niagara shall be continued at work when work which he/she is able and willing to do is available to be performed by employees in the bargaining unit and in the event of a reduction of available work which appears to the company to be one which will exceed 14 calendar days, he/she shall be continued at work in his/her own department provided he/she is able and willing to do the work available in his/her own department.

(b) Notwithstanding his/her seniority status, the president of local 1054 shall be continued at work subject to section 15.61(c) during a layoff when work is available on the day shift which he/she is able and willing to do and in the event of a reduction of available work which appears to the company to be one which will exceed 14 calendar days, he/she shall be continued at work in his/her own department provided he/she is able and willing to do the work available in his/her own department.

(c) If the amount of work available is not sufficient to provide work for the chairperson of the local negotiating committee, a committeeperson and the president, the chairperson of the local negotiating committee and the committee person, in that order, shall be given preference.

**15.62** (a) In the event of a Niagara employee suffering a disability from sickness or accident, the following exception shall be made to the provisions of this agreement in favour of such employee. The company's medical advisors shall establish the employee's physical capabilities and he/she shall then be placed in work that he/she is able to perform if such work can be found in his/her classification, or in his/her department, or in the plant at Niagara.



Work will be sought in the order indicated and if found the disabled employee shall be moved to such work consistent with his/her seniority.

**(b)** In the event that the disability is a major disability further exception may be made to the seniority provisions of this agreement in favour of such employee but in the event of a layoff or recall after a layoff, he/she shall be subject to the seniority provisions of this agreement which would have applied had he/she not been disabled. Following recall after a layoff, exception may again be made to the seniority provisions of this agreement in favour of such employee.

**(c)** Notwithstanding the foregoing provisions of this section 15.62, any employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the company may be employed in other work in the plant at Niagara which he/she can do, by mutual agreement between the company and the union, without regard to any seniority provisions of this agreement.

**15.63** In applying the other provisions of this article 15, the company may lay off any employee whose work is not required by the company for a period of up to 3 working days without regard to seniority.

**15.64** In respect of Niagara employees:

**(a)** In the event of a reduction of available work in a classification, the employee therein having the least amount of seniority shall, consistent with his/her seniority, be moved in the same department to the classification he/she was in previously, or in the event that he/she does not have sufficient seniority to move into such classification, he/she shall be moved to the lowest paid classification in the department, if able and willing to perform the work required of him/her.

**(b)** In the event that a reduction of available work under section 15.64 (a) results in the transfer of an employee out of the department, such transfer shall be made in accordance with section 15.64 (c).

(c) In the event of a reduction of available work in a department, the employees in the department having the greatest amount of seniority shall be retained at work in the department, provided they are able and willing to do the work required of them. When effecting the re-arrangement of employees required following the reduction of available work in the department, the employees in the department whose jobs have been discontinued as a result of the reduction of available work shall, if able and willing, and subject to section 15.64 (a), be assigned consistent with their respective seniority to the jobs vacated by employees having the least amount of seniority in the department who have been transferred out of the department or laid off due to an indefinite layoff.

(d) Employees transferred out of a department as the result of a reduction of available work, shall be transferred to another department if able and willing to do the work required of them.

(e) In the event that such reduction results in the layoff of an employee, such layoff shall be made in accordance with section 15.66.

**15.65** (a) When reasonably practicable, the company will give 24 hours' notice of layoff to Niagara employees. The supervisor of the department involved shall notify the chairperson of the local negotiating committee of the names of the employees it is proposed to layoff as soon as the names are available.

(b) In the case of an indefinite layoff, the company shall, when reasonably practicable, advise the chairperson of the local negotiating committee 7 calendar days before such layoff is to go into effect, of the approximate number of employees to be affected thereby and will provide him/her with a list of the names of the employees who have been laid off as soon as the names are available.

**15.66** In the event a layoff of Niagara employees becomes necessary, that layoff shall be carried out as follows, provided that the employees retained to perform the work available during the layoff shall be the employees

who are able and willing to perform the work required of them:

(a) (i) If it appears to the company that the lay-off will not exceed 14 calendar days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within the department concerned.

(ii) The temporary layoff provisions shall not be used for the purpose of avoiding bargaining unit-wide seniority adjustments by scheduling a series of temporary layoffs.

(b) If it appears to the company that the layoff in any one department will exceed 14 calendar days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority within the bargaining unit.

(c) During a temporary layoff, movement of an employee from one job to another job shall be made as a loan without rate change upward or downward.

(d) When vacancies occur as a result of layoffs and are being filled by the company by employees retained at work by reason of their seniority and ability, the provisions of paragraph 3 of Exhibit D (Niagara) governing the filling of openings shall not be applicable. Provided however, that if openings occur during the same period which are not the result of layoffs, the company may fill such openings through use of the job advertising procedure in the department concerned, but if no employee is appointed to fill the opening, as a result of such advertisement, the company may fill the openings on a temporary basis and the openings shall be advertised in the usual way when the layoff has been completed.

(e) Employees retained at work by reason of their seniority and ability following an indefinite layoff who are transferred to another department shall, upon the initial transfer to such department, be assigned, consistent with their respective seniority, to the jobs vacated on the shift to which they have been allocated by employees who have been laid off due to the indefinite layoff.

(f) In the event that probationary employees are to be continued at work during a layoff carried out under section 15.66, the company shall give consideration to retaining the probationary employees having the greatest amount of service within the department or bargaining unit, depending on the type of layoff involved.

(g) A probationary employee whose employment is being terminated by the company when a layoff is being carried out shall be informed at the time of separation from the payroll that his/her employment with the company has been terminated and that he/she will not be given consideration in any recall to work. The committee person concerned shall also be informed.

(h) The parties subscribe to the principle that so far as consistent with the company's production requirements, an indefinite layoff affecting Niagara employees with seniority, shall not, so far as reasonably possible, take place until the hours of work have been reduced to 40 hours per week and subject to the same considerations that on recall to work after a layoff of such employees with seniority, the hours of work shall not be increased to over 40 hours per week until the company requires more production than can be reasonably anticipated as a result of operations at 40 hours per week.

**15.67** (a) Niagara employees will be recalled from a temporary layoff of not more than 14 calendar days in accordance with their seniority within the department concerned, provided they are able and willing to perform the work required of them.

(b) (i) Niagara employees will be recalled from an indefinite layoff in accordance with their seniority in the bargaining unit, provided they are able and willing to perform the work required of them.

(ii) On a recall from an indefinite layoff, a Niagara employee who has been working in a department other than his/her base department, as defined in section 17.17, must return to his/her base department in accordance with section 17.17, when required by the company to do so.

(iii) When a Niagara employee is recalled from an indefinite layoff and there are no vacancies at that time in his/her base department he/she must return to his/her base department in accordance with section 17.17, when required by the company to do so.

(c) When probationary employees are being recalled to work following a layoff carried out under section 15.66, the company shall give consideration to recalling the probationary employees having the greatest amount of service within the department or bargaining unit, depending on the type of layoff involved. Former probationary employees who were informed at the time of separation that their employment with the company was terminated shall not be entitled to consideration when probationary employees are being recalled under this provision.

**15.68** In respect of Niagara employees:

(a) In the event of a reduction of available work in one of the classifications listed in appendix 'K', the employee in such classification having the least amount of seniority shall, consistent with his/her seniority, be moved or transferred to an equally paid classification or to the next lower paid classification in the trade concerned, if able and willing to perform the work required of him/her.

(b) In the event that such reduction results in the layoff of an employee, such layoff shall be made in accordance with section 15.69, provided that if the employee to be laid off is one whose seniority has been reduced in accordance with the provisions of section 15.56 (d) he/she may elect either to be laid off and retain his/her seniority in the trade or to be transferred to a classification other than one of the classifications listed in appendix 'K' and, if so transferred, the other seniority provisions contained in this agreement shall apply. If an employee elects to be so transferred, he/she shall thereupon forfeit all seniority rights in any of the trades listed in appendix 'K'. Once an employee has so elected, he/she shall not again have this right of election should he/she return to the trades.

**15.69** In respect of Niagara employees:

(a) If it appears to the company that a layoff affecting employees in a classification in a trade listed in appendix 'K' will not exceed 3 working days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within such classification in each department concerned, provided the employees retained at work are able and willing to perform the work required of them.

(b) If it appears to the company that a layoff affecting employees in a trade listed in appendix 'K' will exceed 3 working days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority in the trade concerned, provided the employees retained at work are able and willing to perform the work required of them.

**15.70** In the event that temporary additional help is required in any of the classifications listed in appendix 'K', then provided no employee is entitled to be recalled under section 15.7 1 (a), an employee employed in a classification other than one of the classifications listed in appendix 'K' may be called upon by the company to perform work in any classification listed in appendix 'K', provided that selection shall be made in accordance with paragraph 3 (d), (e) and (f) of Exhibit D (Niagara) and when such help is no longer required, the employee concerned shall consistent with his/her seniority, be returned to the operation upon which he/she was employed immediately prior to being called upon to perform work in one of the classifications listed in appendix 'K'.

**15.71** (a) When the company considers it necessary to increase the number of employees in a trade, former employees who had attained seniority in such trade prior to being laid off in accordance with a trade-wide seniority adjustment, shall be recalled in accordance with their seniority in the trade concerned provided they are able and willing to perform the work required of them.

(b) In the event that an increase in the number of employees in a trade occurs because of the absence of a regular employee for vacation period and while there are employees on layoff in the trade the requirements shall be regarded as vacation replacement opportunities. In filling vacation replacement opportunities the following procedure will be used:

The employees on layoff who are entitled to be recalled will be notified at their addresses on the records of the company of the vacation replacement opportunities and of the approximate length of time of the work opportunity. An employee will have the option of accepting or rejecting the work opportunity and shall forthwith advise the company of his/her election. Those rejecting the work will not forfeit their seniority. Those accepting the work will be recalled for the period of vacation replacement only.

In the event that all of the tradespersons eligible decline the vacation replacement opportunity, the most senior employee who is entitled to be recalled will be obligated to accept the opening or forfeit his/her seniority. If requirements for tradespersons arise for reasons other than vacation replacement, either during the time that vacation replacement employees are at work or after they have again been laid off, employees will be recalled pursuant to section 15.71 (a) whether on layoff or recalled for a temporary period.

**SENIORITY -ST. THOMAS**  
**(Sections 15.72 – 15.89 inclusive)**

**15.72** Fundamentally, rules respecting seniority are designed to provide to St. Thomas employees an equitable measure of security based on length of service with the company at St. Thomas.

**15.73** Upon completion of employment to the extent of 90 days within any period of 12 consecutive months, a St. Thomas employee shall be entitled to have his/her name placed on a seniority list.

**15.74** (a) The name of a St. Thomas employee shall appear on a seniority list as of the date of his/her employment, provided that the date of employment of a St. Thomas employee who shall have completed intermittent employment to the extent of 90 days within any period of 12 consecutive months, shall be considered to be the date 3 months prior to the date upon which such employee shall have attained seniority.

(b) A St. Thomas employee who on the effective date of this agreement is employed in a trade listed in appendix 'P' shall have the seniority which he/she had attained in that trade as of that date.

(c) Except as provided in section 17.20, in the event that an employee whose date of seniority has been determined in accordance with section 15.74 (b) elects to leave his/her employment in the trade concerned and transfer to other employment with the company, he/she shall thereupon forfeit all seniority rights in such trade.

(d) Subject to sections 15.73 and 15.74 (a), a St. Thomas employee who was not employed in a trade listed in appendix 'P' as of the effective date of this agreement but who is thereafter employed in a trade listed in appendix 'P' shall be entitled to have his/her name placed on the seniority list of the trade in which he/she is employed as of the date of commencement of his/her employment in such trade.

(e) Upon completion of his/her apprenticeship, an apprentice shall be given seniority equal to the calendar days subsequent to his/her last hiring date as an apprentice and prior to the date of completion of his/her apprenticeship.

**15.75** A St. Thomas employee shall be considered a probationary employee until he/she shall have become entitled to have his/her name placed upon a seniority list, and as such shall not have any seniority rights.

**15.76** (a) Seniority lists for each department of the company's plants at St. Thomas shall be maintained at all times by the company, and shall be made available to any committee person for inspection to the extent reasonably



necessary for such committee person to ascertain the seniority status of an employee employed within the zone of such committee person.

(b) Seniority lists for each of the trades listed in appendix 'P' shall be maintained at all times by the company, and shall be made available to any committee person for inspection to the extent reasonably necessary for such committee person to ascertain the seniority status of an employee employed within the zone of such committee person,

(c) The company shall post revised seniority lists as required in each department every 3 months.

(d) The master seniority record showing the seniority status of each St. Thomas employee will be available in the employee relations department where it may be inspected by the president of local 1520 or the skilled trades chairperson or the St. Thomas plant chairperson for purposes pertaining to their respective duties as such.

(e) The company will supply to the president of local 1520 every 3 months, 2 copies of a master seniority list of St. Thomas employees.

**15.77** Seniority rights of a St. Thomas employee shall cease for any one of the following reasons:

(a) if the employee quits his/her employment;

(b) if the employee is discharged and such discharge be not reversed through the grievance procedure;

(c) if the employee fails to report for duty for 5 consecutive working days. For the purpose of this section 15.77 (c) "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01 in the case of an employee who is employed on other than a continuous 7-day operation and shall not include the 6th and 7th consecutive days of his/her scheduled work week and the holidays specified in section 25.01 in the case of an employee who is employed on a continuous 7-day operation. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure);

(d) if the employee fails to return to work within 5 consecutive working days after notification so to do to his/her address on the records of the company. For the purpose of this section 15.77(d) "5 consecutive working days" shall not include Saturdays, Sundays and the holidays specified in section 25.01. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure);

(e) if the employee is not called upon to perform work for the company for a period of 36 consecutive months or for a period equal to his/her seniority at the date when he/she last performed work for the company, whichever shall be the greater; provided, however, that for a seniority employee at work on or after October 10, 1982, seniority rights shall cease if the employee is not called upon to perform work for the company as follows:

<i>Seniority at Date Last Performed Work For the Company</i>	<i>Seniority Ceases if Not Called Upon to Perform Work for the Company for:</i>
2 years but less than 3 years	48 months
3 years but less than 4 years	60 months
4 years but less than 10 years	Period equal to seniority plus 12 months
10 years but less than 11 years	132 months
11 years and more	Period equal to seniority

Commencing October 10, 1982, this section 15.77 (e) shall not apply to an employee having seniority if the employee is not called upon to perform work for the company due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act.

(f) if the employee retires or is retired under the terms of the Retirement Pension Plan in which case the following provisions shall apply:

(i) he/she shall on such retirement cease to be an employee;

(ii) if he/she has been retired on total and permanent disability pension and if he/she recovers, he/she shall have his/her seniority reinstated as though he/she had been continued on a sick leave during the period of his/her disability retirement;

(iii) if he/she retires or is retired otherwise than on a total and permanent disability pension and is subsequently re-employed he/she shall be considered a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing holiday pay and vacation pay;

(g) if the employee is issued a separation payment by the company pursuant to the Separation Payment Plan;

(h) if the employee is issued a termination payment by the company pursuant to the Termination Payment Plan, the Income Maintenance Benefit Plan, the Voluntary Termination of Employment Plan or the Lump Sum Payment Plan, in which event his/her seniority shall cease as of the date his/her application for such termination payment was received by the company.

**15.78** Notwithstanding his/her seniority status, a committeeperson shall be continued at work when work is available in his/her zone which he/she is able and willing to do. In the event of a reduction of available work which appears to the company to be one which will exceed 24 calendar days, he/she shall be continued at work in his/her own department provided he/she is able and willing to do the work available in his/her own department.

**15.79** (a) In the event of a St. Thomas employee suffering a disability from sickness or accident, the following exception shall be made to the provisions of this agreement in favour of such employee. The company's medical advisors shall establish the employee's physical capabilities and he/she shall then be placed in work that he/she is

able to perform if such work can be found in his/her classification, or in his/her department, or in the plants at St. Thomas. Work will be sought in the order indicated and if found the disabled employee shall be moved to such work consistent with his/her seniority.

(b) In the event that the disability is a major disability further exception may be made to the seniority provisions of this agreement in favour of such employee but in the event of a layoff or recall after a layoff, he/she shall be subject to the seniority provisions of this agreement which would have applied had he/she not been disabled. Following recall after a layoff, exception may again be made to the seniority provisions of this agreement in favour of such employee.

(c) Notwithstanding the foregoing provisions of this section 15.79, any employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the company may be employed in other work in the plant at St. Thomas which he/she can do, by mutual agreement between the company and the union, without regard to any seniority provisions of this agreement.

**15.80** In applying the other provisions of this article 15, the company may lay off any employee whose work is not required by the company for a period of up to 3 working days without regard to seniority.

**15.81** In respect of St. Thomas employees:

(a) In the event of a reduction of available work in a utility classification, the employee therein having the least amount of seniority shall, consistent with his/her seniority, be moved in the same department to the classification in relation to which he/she was performing a utility function, or in the event that he/she does not have sufficient seniority to move into such classification, then he/she shall be moved to the classification he/she was in previously, or in the event that he/she does not have sufficient seniority to move into such classification, then he/she shall be moved to the lowest paid classification in the

department, if able and willing to perform the work required of him/her.

(b) In the event of a reduction of available work in any other classification, the employee therein having the least amount of seniority shall, consistent with his/her seniority, be moved in the same department to the classification he/she was in previously, or in the event that he/she does not have sufficient seniority to move into such classification, he/she shall be moved to the lowest paid classification in the department, if able and willing to perform the work required of him/her.

(c) In the event that a reduction of available work under sections 15.81 (a) or (b) results in the transfer of an employee out of the department, such transfer shall be made in accordance with section 15.81(d).

(d) In the event of a reduction of available work in a department the employees in the department having the greatest amount of seniority shall be retained at work in the department provided they are able and willing to do the work required of them. When effecting the rearrangement of employees required following the reduction of available work in a department, the employees in the department whose jobs have been discontinued as a result of the reduction of available work shall, if able and willing, and subject to sections 15.81 (a) and (b), be assigned consistent with their respective seniority to the jobs vacated by employees having the least amount of seniority in the department who have been transferred out of the department or laid off due to an indefinite layoff.

(e) Employees transferred out of a department as the result of a reduction of available work shall be transferred to another department if able and willing to perform the work required of them.

(f) In the event that such reduction results in the layoff of an employee such layoff shall be made in accordance with section 15.83.

**15.82** (a) When reasonably practicable the company will give 24 hours' notice of layoff to St. Thomas employees.

The supervisor of the department involved shall notify the committee person concerned with the layoff of the names of the employees it is proposed to layoff as soon as the names are available.

(b) In the case of an indefinite layoff the company shall, when reasonably practicable, advise the president of local 1520 seven calendar days before such layoff is to go into effect of the approximate number of employees to be affected thereby and will provide him/her with a list of the names of the employees who have been laid off as soon as the names are available.

**15.83** In the event a layoff of St. Thomas employees becomes necessary, that layoff shall be carried out as follows, provided that the employees retained to perform the work available during the layoff shall be the employees who are able and willing to perform the work required of them:

(a) (i) If it appears to the company that the layoff will not exceed 14 calendar days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within the department concerned.

(ii) If it appears to the company that the layoff in any one department will exceed 14 calendar days but will not exceed 24 calendar days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within the plant concerned.

(iii) The temporary layoff provisions shall not be used for the purpose of avoiding plant-wide layoffs or bargaining unit-wide seniority adjustments by scheduling a series of temporary layoffs.

(b) If it appears to the company that the layoff in any one department will exceed 24 calendar days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority within the bargaining unit.

(c) During a temporary layoff, movement of an employee from one job to another job shall be made as a loan without rate change upward or downward.

All loaned employees will be returned to their former departments as required.

While on loan from one department to another during a temporary layoff carried out under section 15.83 (a) (ii) an employee shall, in the following cases, be considered to be a member of the department to which he/she is loaned:

(i) in the event of a layoff carried out under section 15.08;

(ii) when a temporary layoff not exceeding 14 calendar days occurs;

(iii) for the purpose of the distribution of overtime.

**(d)** When vacancies occur as a result of layoffs and are being filled by the company with employees retained at work by reason of their seniority and ability, the provisions of paragraph 3 of Exhibit E (St. Thomas) governing the filling of openings shall not be applicable. Provided however that if openings occur during the same period which are not the result of layoffs the company may fill such openings through use of the job advertising procedure in the department concerned, but if no employee is appointed to fill the openings as a result of such advertisement the company may fill the openings on a temporary basis and the openings shall be advertised in the usual way when the layoff has been completed.

**(e)** Employees retained at work by reason of their seniority and ability following an indefinite layoff who are transferred to another department shall, upon the initial transfer to such department, be assigned, consistent with their respective seniority, to the jobs vacated on the shift to which they have been allocated by employees who have been laid off due to the indefinite layoff.

**(f)** In the event that probationary employees are to be continued at work during a layoff carried out under section 15.83, the company shall give consideration to retaining the probationary employees having the greatest amount of service within the department, plant or bargaining unit, depending on the type of layoff involved.

(g) A probationary employee whose employment is being terminated by the company when a layoff is being carried out shall be informed at the time of separation from the payroll that his/her employment with the company has been terminated and that he/she will not be given consideration in any recall to work. The committee person concerned shall also be informed.

(h) The parties subscribe to the principle that so far as consistent with the company's production requirements an indefinite layoff affecting St. Thomas employees with seniority shall not, so far as reasonably possible, take place until the hours of work have been reduced to 40 hours per week and, subject to the same considerations that on recall to work after a layoff of such employees with seniority the hours of work shall not be increased to over 40 hours per week until the company requires more production than can be reasonably anticipated to result from operations at 40 hours per week.

**15.84** (a) St. Thomas employees will be recalled from a temporary layoff of not more than 14 calendar days in accordance with their seniority within the department concerned or, in the case of a layoff of 14 to 24 calendar days, in accordance with their seniority in the plant concerned, provided they are able and willing to perform the work required of them.

(b) (i) St. Thomas employees will be recalled from an indefinite layoff in accordance with their seniority within the bargaining unit, provided they are able and willing to perform the work required of them.

(ii) On a recall from an indefinite layoff, a St. Thomas employee who has been working in a department other than his/her base department, as defined in section 17.22, must return to his/her base department in accordance with section 17.22, when required by the company to do so.

(iii) When a St. Thomas employee is recalled from an indefinite layoff and there are no vacancies at that time in his/her base department, he/she must return to



his/her base department in accordance with section 17.22, when required by the company to do so.

(c) When probationary employees are being recalled to work following a layoff carried out under section 15.83, the company shall give consideration to recalling the probationary employees having the greatest amount of service within the department, plant or bargaining unit, depending on the type of layoff involved. Former probationary employees who were informed at the time of separation that their employment with the company was terminated shall not be entitled to consideration when probationary employees are being recalled under this provision.

**15.85** (a) The following principles are recognized by the parties with respect to model changes and model change layoffs:

It is desirable that, under normal circumstances, the changeovers to new models should be carried out promptly.

Model changes and the layoffs and recalls of employees which occur during model change can best be carried out by applying seniority on a departmental basis in laying off and recalling employees following the progressive run out of models. However, should the commencement of production of new models be unduly delayed, provision should be made for applying seniority on a bargaining unit-wide basis during the period of the delay.

The parties have therefore agreed that the provisions of this section 15.85 shall apply to layoffs and recalls during model changes at St. Thomas provided always that the employees to be retained or recalled to perform the work available during model changes under the provisions of this section shall be employees who are able and willing to perform the work required of them.

(b) For purposes of this section 15.85, a model change layoff shall commence at a time to be determined by the company and notice of the date of commencement shall be posted on the bulletin boards. For the first 5 working days after the commencement of a model change layoff, employees will be laid off as they progressively

complete their jobs. On the 6th working day after the commencement of a model change layoff, the working force shall be adjusted in accordance with seniority within each department. Thereafter, throughout a model change layoff employees shall, except as otherwise provided in this section 15.85, be laid off and recalled on the basis of seniority within each department. The company may make this adjustment to departmental seniority earlier than the 6th working day after the commencement of the model change layoff in any department. Prior to the commencement of a model change layoff, the company will inform the local negotiating committee of those departments from which employees will be laid off on the basis of seniority within the department from the commencement of the model change layoff.

(c) A model change layoff shall be considered to continue either until all employees who have been laid off on a model change layoff have been recalled or until 21 calendar days have elapsed after the first unit of new model production (other than pilot or pre-production models) has been produced off the end of the final assembly line, whichever first occurs. When 21 calendar days have elapsed following the day when the first unit of new model production (other than pilot or pre-production models) is produced off the final assembly line then, unless all the employees who were laid off on a model change layoff have been recalled, the working force shall be adjusted in accordance with seniority within the bargaining unit and the other provisions of this agreement will apply. The company may make this adjustment to seniority within the bargaining unit before 21 calendar days have elapsed after the first unit of new model production (other than pilot or pre-production models) has been produced off the end of the final assembly line.

(d) If 14 calendar days have elapsed following the 5th working day after the commencement of a model change layoff and the first unit of new model production (other than pilot or pre-production models) has not been

produced off the end of the final assembly line, then the working force shall be adjusted in accordance with seniority within the bargaining unit and employees shall be laid off and recalled on the basis of their seniority within the bargaining unit within 3 working days unless such first unit of new model production is produced off the end of the final assembly line before such 3 working days have elapsed. The company may make this adjustment to bargaining unit-wide seniority earlier than the time fixed for the adjustment by the preceding sentence. If the working force is adjusted in accordance with seniority within the bargaining unit, then when it appears to the company that the first unit of new model production (other than pilot or pre-production models) will be produced off the end of the final assembly line within 3 working days, the working force may be readjusted in accordance with seniority within each department and in any event when such first unit of new model production has been produced off the end of the final assembly line the working force shall be readjusted in accordance with seniority within each department and thereafter during the balance of a model change layoff employees shall be laid off and recalled on the basis of seniority within each department.

(e) During a model change layoff, movement of an employee from one job to another job shall be made as a loan without rate change upward or downward. All loaned employees will be returned to their former departments as required. An employee who is on loan from one department to another as a result of a bargaining unit-wide seniority adjustment during a model change layoff shall, in the following cases, be considered to be an employee of the department to which he/she is loaned:

- (i) in the event of a layoff carried out under section 15.80;
- (ii) when a temporary layoff under section 15.83 (a) occurs;
- (iii) for the purpose of the distribution of overtime.

(f) When vacancies occur as a result of layoffs under the terms of this section 15.85 and are being filled by the company with employees retained at work by reason of their seniority and ability, the provisions of paragraph 3 of Exhibit E (St. Thomas) governing the filling of openings shall not be applicable. Provided however that if openings occur during the same period which are not the result of layoffs the company may fill such openings through use of the job advertising procedure in the department concerned, but if no employee is appointed to fill the openings as a result of such advertisement the company may fill the openings on a temporary basis and the openings shall be advertised in the usual way when the model change layoff has been completed.

(g) The company may during a model change layoff retain in employment or recall from layoff employees in any of the utility classifications in their respective departments without regard to seniority.

(h) In the event of a layoff not exceeding 3 working days occurring at any time during a model change layoff the company may apply the provisions of section 15.80. The company may also apply the provisions of sections 15.83 (a) and 15.84 (a) during a model change layoff when the working force has been adjusted in accordance with seniority within the bargaining unit under the provisions of this section 15.85.

(i) Should a vacation period or paid holiday occur during a model change layoff, such periods shall be excluded in the calculation of all time limits described in this section 15.85, except when such periods occur after the first unit of new model production (other than pilot or pre-production models) has been produced off the end of the final assembly line and the working force is scheduled to produce further new units during such periods.

(j) In the event that, during the period of a model change layoff the company schedules a further model change relating to a model or models not involved in the existing model change and produced on a separate final

assembly line, the company shall specify the departments which it considers will be affected by the further model change layoff and shall specify these departments in the notice fixing the date of commencement of such further model change layoff. From the date fixed for the commencement of the further model change layoff the departments so specified and the employees in those departments shall be regarded as having been withdrawn from the model change layoff previously in effect and shall constitute a separate group for the purposes of the further model change layoff to which all the provisions of this section 15.85 shall be applied separately during the period of the further model change layoff. The departments so specified and the employees in those departments shall continue to be regarded as a separate group for all purposes so long as either model change layoff is continuing. Notwithstanding the foregoing provisions of this section 15.85 (j), each employee shall retain his/her seniority in the department of which he/she was a member before any model change layoff commenced (called his/her original department) and if, because of layoffs in the existing model change layoff, an employee is attached to a department to be affected by the further model change layoff (called his/her new department), then he shall continue to be regarded as a member of his/her new department and the separate group for the purposes of the further model change layoff only until he/she is required in his/her original department or until the first unit of new model production (other than pilot or pre-production models) has been produced during such further model change when he/she shall be returned to his/her original department and shall be subject to and entitled to layoff and recall in accordance with the provisions governing layoff and recall then in force in his/her original department.

**15.86** In respect of St. Thomas employees:

(a) In the event of a reduction of available work in one of the classifications listed in appendix 'P', the employee in such classification having the least amount of

seniority shall, consistent with his/her seniority, be moved or transferred to an equally-paid classification or to the next lower paid classification in the trade concerned, if able and willing to perform the work required of him/her.

(b) In the event that such reduction results in the layoff of an employee such layoff shall be made in accordance with section 15.87, provided that if the employee to be laid off is one whose seniority has been reduced in accordance with section 15.74 (d) he/she may elect either to be laid off and retain his/her seniority in the trade or to be transferred to a classification other than one of the classifications listed in appendix 'P', and if so transferred the other seniority provisions contained in this agreement shall apply. If an employee elects to be so transferred, he/she shall thereupon forfeit all seniority rights in any of the trades listed in appendix 'P'. Once an employee has so elected he/she shall not again have this right of election should he/she return to the skilled trades.

**15.87** In respect of St. Thomas employees:

(a) If it appears to the company that a layoff affecting employees in a classification in a trade listed in appendix 'P' will not exceed 3 working days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within such classification in each department concerned, provided the employees retained at work are able and willing to perform the work required of them. This provision shall not be used for the purpose of avoiding trade-wide layoffs by scheduling a series of layoffs under this provision.

(b) If it appears to the company that a layoff affecting employees in a trade listed in appendix 'P' will exceed 3 working days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority in the trade concerned, provided the employees retained at work are able and willing to perform the work required of them.

(c) Notwithstanding the provisions of section 15.86, an employee who is employed as a journeyman/

woman in a trade shall not be subject to being reclassified as an apprentice in such trade.

(d) In the event of an interruption of work employees employed in the classifications listed in appendix 'P' whose work is interrupted thereby may be laid off without regard to seniority for the balance of the shift during which the interruption occurred and for the whole of 1 shift on the following day. If more than 1 shift per day is being worked then employees employed in the classifications listed in appendix 'P' whose work is interrupted by an interruption of work on an earlier shift in that day may be laid off without regard to seniority for the shift which he/she would have worked on the day of the interruption and for 1 shift on the following day.

**15.88** In the event that temporary additional help is required in any of the classifications listed in appendix 'P', then provided no employee is entitled to be recalled under section 15.89 (a), an employee employed in a classification other than one of the classifications listed in appendix 'P' may be called upon by the company to perform work in any classification listed in appendix 'P', provided that selection shall be made in accordance with paragraph 3 (d) and (e) of Exhibit E (St. Thomas) and when such help is no longer required, the employee concerned shall, consistent with his/her seniority, be returned to the operation upon which he/she was employed immediately prior to being called upon to perform work in one of the classifications listed in appendix 'P'.

**15.89** (a) When the company considers it necessary to increase the number of employees in a trade, former employees who had attained seniority in such trade prior to being laid off in accordance with a trade-wide seniority adjustment, shall be recalled in accordance with their seniority in the trade concerned provided they are able and willing to perform the work required of them.

(b) In the event that an increase in the number of employees in a trade occurs because of the absence of a regular employee for vacation period and while there are

employees on layoff in the trade the requirements shall be regarded as vacation replacement opportunities. In filling vacation replacement opportunities the following procedure will be used:

The employees on layoff who are entitled to be recalled will be notified at their addresses on the records of the company of the vacation replacement opportunities and of the approximate length of time of the work opportunity. An employee will have the option of accepting or rejecting the work opportunity and shall forthwith advise the company of his/her election. Those rejecting the work will not forfeit their seniority. Those accepting the work will be recalled for the period of vacation replacement only.

In the event that all of the tradespersons eligible decline the vacation replacement opportunity, the most senior employee who is entitled to be recalled will be obligated to accept the opening or forfeit his/her seniority. If requirements for tradespersons arise for reasons other than vacation replacement, either during the time that vacation replacement employees are at work or after they have again been laid off, employees will be recalled pursuant to section 15.89 (a) whether on layoff or recalled for a temporary period.

## ARTICLE 16

### STAFF FOR TAKING OF INVENTORY

**16.01** The company has the right to select the regular staff from each of the bargaining units described in article 2 for the purpose of the taking of the annual inventory according to its usual practice and without being bound by the seniority provisions of this agreement but agrees that not less than 5 working days prior to the taking of such inventory it will furnish a list to the appropriate local of its regular staff for such purpose and that if the taking of such inventory requires that the regular staff be supplemented, additional employees required for such purpose shall be selected by the company, consistent with seniority, subject to ability to perform the work required.



**ARTICLE 17**  
**TRANSFERS, DEMOTIONS, PROMOTIONS**  
**(Windsor-Sections 17.01 – 17.05)**

**17.01** (a) In event of a demotion initiated by the company, a supervisor at Windsor who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Windsor may, at any time, but in no event more than once during the term of the Collective Agreement dated November 18, 1984, consistent with his/her accumulated seniority, be transferred to the classification and department in which he/she was employed at the time of his/her promotion provided that no employee presently employed in the bargaining unit is laid off as a direct result of such transfer. Upon such transfer he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion no longer exists, the transfer shall be to the lowest paid classification in the department in which he/she was a supervisor.

(b) In event of a demotion initiated by the company, a supervisor at Windsor who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Oakville, Bramalea, Niagara or St. Thomas may, at any time, but in no event more than once during the term of the Collective Agreement dated November 18, 1984, consistent with his/her accumulated seniority, be transferred to the classification in which he/she was employed at the time of his/her promotion provided that he/she has served as a supervisor at Windsor for at least one year and provided that no employee presently employed in the bargaining unit is laid off as a direct result of such transfer. Upon such transfer he/she shall be placed upon the seniority lists at Windsor in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion does not then exist at Windsor, the transfer shall be to

the lowest paid classification in the department in which he/she was a supervisor.

(c) In event of demotion, a supervisor at Windsor who has never been employed in any of the bargaining units may be transferred to the bargaining unit at Windsor only if no Windsor employee is on layoff and when such a transfer takes place it shall be to the lowest paid classification in the department in which he/she was a supervisor and he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority.

(d) A person at Windsor other than a supervisor who is excluded from the bargaining unit and who was previously employed in the bargaining unit at Windsor may, at any time, but in no event more than once during the term of the Collective Agreement dated November 18, 1984, consistent with his/her accumulated seniority, be transferred to the classification and department in which he/she was employed at the time of his/her promotion provided that such transfer is initiated by the company and provided that no employee presently employed in the bargaining unit is laid off as a direct result of such transfer. Upon such transfer he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority.

(e) A person at Windsor other than a supervisor who is excluded from the bargaining unit and who was never employed in the bargaining unit at Windsor may be transferred to the bargaining unit at Windsor only if no Windsor employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority after he/she has completed employment to the extent of 90 days within any period of 12 consecutive months.

(f) For the purposes of this section 17.01, accumulated seniority means:

(i) in the case of a supervisor promoted prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior

to October 10, 1982 and subsequent to November 18, 1984 had been in a bargaining unit;

(ii) in the case of a person other than a supervisor who was employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of the agreement, calculated as if all his/her service with the company had been in a bargaining unit;

(iii) in the case of a person other than a supervisor who was not employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit;

(g) Whenever "bargaining unit" is referred to in this section 17.01 it shall be deemed to include any bargaining unit at the location or locations concerned which was described in predecessor agreements between the company and the union. A person who, prior to the bargaining unit at Windsor, was promoted to supervisor or transferred to a position which would have resulted in his/her exclusion from the bargaining unit if one had existed at that time shall be considered to have been promoted or transferred from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion or transfer.

**17.02** (a) In event of a demotion initiated by the company, a supervisor at Windsor who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Windsor in a trade listed in appendix 'F' may, at any time, but in no event more than once during the term of the Collective Agreement dated November 18, 1984, consistent with his/her accumulated seniority, be transferred to the classification in the trade and in the department in which he/she was employed at the time of his/her promotion provided that no employee presently employed in a trade listed in appendix 'F' is laid off as a

direct result of such transfer. Upon such transfer he/she shall be placed upon the seniority lists in the trade concerned in accordance with his/her accumulated seniority.

(b) In event of a demotion initiated by the company, a supervisor at Windsor who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Oakville, Niagara or St. Thomas in a trade listed in appendix 'H', 'K' or 'P' may, at any time, but in no event more than once during the term of the Collective Agreement dated November 18, 1984, consistent with his accumulated seniority, be transferred to the classification in the trade in which he/she was employed at the time of his/her promotion provided that he/she has served as a supervisor at Windsor for at least one year and provided that no employee presently employed in a trade listed in appendix 'F' is laid off as a direct result of such transfer. Upon such transfer he/she shall be placed upon the seniority lists in the trade concerned in accordance with his/her accumulated seniority.

(c) For the purposes of this section 17.02, accumulated seniority means the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 and subsequent to November 18, 1984 had been in a bargaining unit and as if all his/her service as a supervisor prior to October 10, 1982 had been in a trade listed in appendix 'F', 'H', 'K', or 'P'.

(d) Whenever the "bargaining unit" or appendix listing a trade is referred to in this section 17.02 it shall be deemed to include any bargaining unit or corresponding appendix in predecessor agreements between the company and the union. A person who prior to the existence of the bargaining unit at Windsor was promoted to supervisor shall be considered to have been promoted from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion.

**17.03** In respect of Windsor employees except as otherwise provided in this agreement:

(a) In the event of a transfer from one department to another the employee to be transferred shall be the junior employee in the department concerned who is able satisfactorily to perform the work required of him/her in the new department unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed satisfactorily to perform the work required of him.

(b) If an employee be transferred from one department to another he/she shall incur no loss of seniority.

(c) In the event of a transfer from one department to another affecting employees in one of the classifications listed in appendix 'F', the employee to be transferred shall be the junior employee in such classification in the department concerned who is able satisfactorily to perform the work required of him/her in the new department, unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed satisfactorily to perform the work required of him.

(d) If an employee be transferred from one of the trades listed in appendix 'F' in one department to the same trade in another department he/she shall incur no loss of seniority.

*11/2* (e) An employee who is not eligible for promotion under paragraph 3(d) of Exhibit A (Windsor) but who by reason of advancing age or on other compassionate grounds wishes to be moved or transferred to a job in another department may make application at a location designated by the company from time to time for such purpose and shall, consistent with his/her seniority, be considered for a suitable opening without regard to rate.

**17.04** (a) When a Windsor employee, except an employee employed in a trade listed in appendix 'F', completes 1 year of continuous service in a department this department will be known as his/her base department and will remain as such until he/she completes 1 year of continuous service

in another department at which time the latter will supersede the former as his/her base department, and if such employee be transferred from his/her base department at other than his/her own request, unless such transfer is the result of his/her failure satisfactorily to perform the work required of him, he/she shall be transferred, notwithstanding the provisions of section 17.03 (a), to an opening occurring in his/her base department within a period of 24 months from the date of his/her transfer therefrom, subject to his/her being able satisfactorily to perform the work required.

(b) For the purposes of section 17.04 (a), if an employee, while he/she is on transfer from his/her base department at other than his/her own request, shall have applied for and been appointed to fill a vacancy in other than the department he/she has been assigned to as a "pro-tern" employee, which has been advertised under the provisions of paragraph 3(c) of Exhibit A (Windsor), then he/she shall be considered to have transferred from his/her base department at his/her own request and accordingly shall have no base department until he/she shall have completed 1 year of continuous service in a department commencing after the date on which he/she was so transferred out of his/her base department at other than his/her own request.

(c) An employee who has been or is working in a department other than his/her base department, as defined in section 17.04, may notify the company that he/she does not wish to be transferred to his/her base department in accordance with sections 15.15 (b) (ii) or 17.04. In such a case, the employee will not be transferred to his/her base department, provided such notification is received by the company not less than 14 days prior to an opening occurring in his/her base department to which he/she otherwise would have been transferred.

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**17.05** Provisions for the posting of openings at Windsor are set out in Exhibit A (Windsor).

**(Oakville -Sections 17.06 – 17.10)**

**17.06** (a) In event of demotion, a supervisor at Oakville who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Oakville may, at any time, consistent with his/her accumulated seniority, be transferred to the classification and department in which he/she was employed at the time of his/her promotion and upon such transfer he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion no longer exists, the transfer shall be to the lowest paid classification in the department in which he/she was a supervisor.

(b) In event of demotion, a supervisor at Oakville who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Windsor, Bramalea, Niagara or St. Thomas may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in which he/she was employed at the time of his/her promotion provided that he/she has served as a supervisor at Oakville for at least 1 year and upon such transfer he/she shall be placed upon the seniority lists at Oakville in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion does not then exist at Oakville the transfer shall be to the lowest paid classification in the department in which he was a supervisor.

(c) In event of demotion, a supervisor at Oakville who has never been employed in any of the bargaining units may be transferred to the bargaining unit at Oakville only if no Oakville employee is on layoff and when such a transfer takes place it shall be to the lowest paid classification in the department in which he/she was a supervisor and he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority.

(d) A person at Oakville other than a supervisor who is excluded from the bargaining unit and who was previously employed in the bargaining unit at Oakville

may be transferred to the bargaining unit at Oakville only if no Oakville employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority.

(e) A person at Oakville other than a supervisor who is excluded from the bargaining unit and who was never employed in the bargaining unit at Oakville may be transferred to the bargaining unit at Oakville only if no Oakville employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority after he/she has completed employment to the extent of 90 days within any period of 12 consecutive months.

(f) For the purposes of this section 17.06, accumulated seniority means:

(i) in the case of a supervisor, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit;

(ii) in the case of a person other than a supervisor who was employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company had been in a bargaining unit;

(iii) in the case of a person other than a supervisor who was not employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit.

(g) Whenever "bargaining unit" is referred to in this section 17.06 it shall be deemed to include any bargaining unit at the location or locations concerned which was described in predecessor agreements between the company and the union. A person who, prior to the existence of the bargaining unit at Oakville, was promoted to supervi-



son or transferred to a position which would have resulted in his/her exclusion from the bargaining unit if one had existed at that time shall be considered to have been promoted or transferred from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion or transfer.

(h) This section 17.06 shall not apply to personnel employed as stationary engineers, boilerhouse servicemen, pump and compressor mechanics and instrument mechanics employed at the company's Oakville boilerhouse.

**17.07** (a) In event of demotion, a supervisor at Oakville who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Oakville in a trade listed in appendix 'H' may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in the trade and in the department in which he/she was employed at the time of his/her promotion and upon such transfer he/she shall be placed upon the seniority lists in the trade concerned in accordance with his/her accumulated seniority.

(b) In event of demotion, a supervisor at Oakville, who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Windsor, Niagara or St. Thomas in a trade listed in appendix 'F', 'K' or 'P' may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in the trade in which he/she was employed at the time of his/her promotion provided that he/she has served as a supervisor at Oakville for at least 1 year and upon such transfer he/she shall be placed upon the seniority lists in the trade concerned in accordance with his/her accumulated seniority.

(c) For the purposes of this section 17.07, accumulated seniority means the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit and as

if all his/her service as a supervisor prior to October 10, 1982 had been in a trade listed in appendix 'F', 'H', 'K' or 'P'.

(d) Whenever the "bargaining unit" or appendix listing a trade is referred to in this section 17.07 it shall be deemed to include any bargaining unit or corresponding appendix in predecessor agreements between the company and the union. A person who prior to the existence of the bargaining unit at Oakville was promoted to supervisor shall be considered to have been promoted from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion.

(e) This section 17.07 shall not apply to personnel employed as stationary engineers, boilerhouse servicemen, pump and compressor mechanics and instrument mechanics employed at the company's Oakville boilerhouse.

**17.08** In respect of Oakville employees except as otherwise provided in this agreement:

(a) In the event of a transfer from one department to another the employee to be transferred shall be the junior employee in the department concerned who is able satisfactorily to perform the work required of him/her in the new department, unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed satisfactorily to perform the work required of him.

(b) If an employee be transferred from one department to another he/she shall incur no loss of seniority.

(c) In the event of a transfer from one department to another affecting employees in one of the classifications listed in appendix 'H', the employee to be transferred shall be the junior employee in such classification in the department concerned who is able satisfactorily to perform the work required of him/her in the new department, unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed satisfactorily to perform the work required of him/her.

(d) If an employee be transferred from one of the trades listed in appendix 'H' in one department to the same trade in another department, he/she shall incur no loss of seniority.

(e) An employee who is not eligible for promotion under paragraph 3(d) of Exhibit B (Oakville) but who by reason of advancing age or on other compassionate grounds wishes to be moved or transferred to a job in another department may make application at a location designated by the company from time to time for such purpose and shall, consistent with his/her seniority, be considered for a suitable opening without regard to rate.

**17.09** (a) When an Oakville employee completes 1 year of continuous service in a department this department will be known as his/her base department and will remain as such until he/she completes 1 year of continuous service in another department at which time the latter will supersede the former as his/her base department, and if such employee be transferred from his/her base department at other than his/her own request, unless such transfer is the result of his/her failure satisfactorily to perform the work required of him, he/she shall be transferred, notwithstanding the provisions of section 17.08 (a) and (c), to an opening occurring in his/her base department within a period of 12 months from the date of his/her transfer therefrom, subject to his/her being able satisfactorily to perform the work required of him.

(b) For the purposes of section 17.09 (a), if an employee, while he/she is on transfer from his/her base department at other than his/her own request, shall have applied for and been appointed to fill a vacancy which has been advertised under the provisions of paragraph 3(c)(i) or S(b) of Exhibit B (Oakville) then he/she shall be considered to have transferred from his/her base department at his/her own request and accordingly shall have no base department until he/she shall have completed 1 year of

continuous service in a department commencing after the date on which he/she was so transferred out of his/her base department at other than his/her own request.

(c) An employee who has been or is working in a department other than his/her base department, as defined in section 17.09, may notify the company that he/she does not wish to be transferred to his/her base department in accordance with sections 15.34 (b) (ii) or 17.09. In such a case, the employee will not be transferred to his/her base department, provided such notification is received by the company not less than 14 days prior to an opening occurring in his/her base department to which he/she otherwise would have been transferred.

**17.10** Provisions for the posting of openings at Oakville are set out in Exhibit B (Oakville).

**(Bramalea -Sections 17.11 – 17.13)**

**17.11** In respect of Bramalea employees:

(a) In event of demotion, a supervisor at Bramalea who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Bramalea may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in which he/she was employed at the time of his/her promotion and upon such transfer he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion no longer exists, the transfer shall be to the lowest paid classification.

(b) In event of demotion, a supervisor at Bramalea who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Windsor, Oakville, Niagara or St. Thomas may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in which he/she was employed at the time of his/her promotion provided that he/she has served as a supervisor at Bramalea for at least 1

year and upon such transfer he/she shall be placed upon the seniority list at Bramalea in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion does not then exist at Bramalea the transfer shall be to the lowest paid classification.

(c) In event of demotion, a supervisor at Bramalea who has never been employed in any of the bargaining units may be transferred to the bargaining unit at Bramalea only if no Bramalea employee is on layoff and when such a transfer takes place it shall be to the lowest paid classification and he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority.

(d) A person at Bramalea other than a supervisor who is excluded from the bargaining unit and who was previously employed in the bargaining unit at Bramalea may be transferred to the bargaining unit at Bramalea only if no Bramalea employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority.

(e) A person at Bramalea other than a supervisor who is excluded from the bargaining unit and who was never employed in the bargaining unit at Bramalea may be transferred to the bargaining unit at Bramalea only if no Bramalea employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority after he/she has completed employment to the extent of 90 days within any period of 12 consecutive months.

(f) For the purposes of this section 17.11, accumulated seniority means:

(i) in the case of a supervisor, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit;

(ii) in the case of a person other than a supervisor who was employed in an excluded classification prior

to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company had been in a bargaining unit:

(iii) in the case of a person other than a supervisor who was not employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit.

(g) Whenever the "bargaining unit" is referred to in this section 17.11 it shall be deemed to include any bargaining unit described in predecessor agreements between the company and the union. A person who, prior to the existence of the bargaining unit at Bramalea, was promoted to supervisor or transferred to a position which would have resulted in his/her exclusion from the bargaining unit if one had existed at that time shall be considered to have been promoted or transferred from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion or transfer.

**17.12** In respect of Bramalea employees except as otherwise provided in this agreement:

(a) In the event of a transfer from one classification to another, the employee to be transferred shall be the junior employee in the classification concerned who is able satisfactorily to perform the work required of him/her in the new classification unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed to satisfactorily perform the work required of him.

(b) If an employee be transferred from one classification to another he/she shall incur no loss of seniority.

**17.13** Provisions for the posting of openings at Bramalea are set out in Exhibit C (Bramalea).

**(Niagara -Sections 17.14 – 17.18)**

**17.14** In respect of all Niagara personnel other than personnel in the trades listed in appendix 'K':

(a) In event of demotion, a supervisor at Niagara who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Niagara, may, at any time, consistent with his/her accumulated seniority, be transferred to the classification and department in which he/she was employed at the time of his/her promotion and upon such transfer he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion no longer exists, the transfer shall be to the lowest paid classification in the department in which he/she was a supervisor.

(b) In event of demotion, a supervisor at Niagara, who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Windsor, Oakville, Bramalea or St. Thomas, may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in which he/she was employed at the time of his/her promotion, provided that he/she has served as a supervisor at Niagara for at least 1 year and upon such transfer he/she shall be placed upon the seniority list at Niagara in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion does not exist at Niagara, the transfer shall be to the lowest paid classification in the department in which he/she was a supervisor.

(c) In event of demotion, a supervisor at Niagara who has never been employed in any of the bargaining units may be transferred to the bargaining unit at Niagara only if no Niagara employee is on layoff and when such a transfer takes place it shall be to the lowest paid classification in the department in which he/she was a supervisor and he/she shall be placed **upon** the seniority list in accordance with his/her accumulated seniority.

(d) A person at Niagara other than a supervisor who is excluded from the bargaining unit and who was previously employed in the bargaining unit at Niagara may be transferred to the bargaining unit at Niagara only if no Niagara employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority.

(e) A person at Niagara other than a supervisor who is excluded from the bargaining unit and who was never employed in the bargaining unit at Niagara may be transferred to the bargaining unit at Niagara only if no Niagara employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority list in accordance with his/her accumulated seniority after he/she has completed employment to the extent of 90 days within any period of 12 consecutive months.

(f) For the purposes of this section 17.14, accumulated seniority means:

(i) in the case of a supervisor, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit;

(ii) in the case of a person other than a supervisor who was employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company had been in a bargaining unit;

(iii) in the case of a person other than a supervisor who was not employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit.

(g) Whenever "bargaining unit" is referred to in this section 17.14 it shall be deemed to include any bar-



gaining unit at the location or locations concerned which was described in predecessor agreements between the company and the union. A person who, prior to the existence of the bargaining unit at Niagara, was promoted to supervisor or transferred to a position which would have resulted in his/her exclusion from the bargaining unit if one had existed at that time, shall be considered to have been promoted or transferred from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion or transfer.

**17.15 (a)** In event of demotion, a supervisor at Niagara who was at the time he/she was promoted to a supervisory position employed in the bargaining unit at Niagara in a trade listed in appendix 'K' may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in the trade and in the department in which he/she was employed at the time of his/her promotion and upon such transfer he/she shall be placed upon the seniority list in the trade concerned in accordance with his/her accumulated seniority.

**(b)** In event of demotion, a supervisor at Niagara who was at the time he/she was promoted to a supervisory position employed in the bargaining unit at Windsor, Oakville or St. Thomas in a trade listed in appendix 'F', 'H' or 'P' may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in the trade in which he/she was employed at the time of his/her promotion provided that he/she has served as a supervisor at Niagara for at least 1 year, and upon such transfer he/she shall be placed upon the seniority list in the trade concerned in accordance with his/her accumulated seniority.

**(c)** For the purposes of this section 17.15, accumulated seniority means the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit and as if all his/her service as a supervisor prior to October 10, 1982 had been in a trade listed in appendix 'F', 'H', 'K' or 'P'.

(d) Whenever "bargaining unit" or appendix listing a trade is referred to in this section 17.15 it shall be deemed to include any bargaining unit or corresponding appendix in predecessor agreements between the company and the union. A person who prior to the existence of the bargaining unit at Niagara was promoted to supervisor shall be considered to have been promoted from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion.

**17.16** In respect of Niagara employees, except as otherwise provided in this agreement:

(a) In event of a transfer from one department to another the employee to be transferred shall be the junior employee in the department concerned who is able satisfactorily to perform the work required of him/her in the new department unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed satisfactorily to perform the work required of him.

(b) If an employee be transferred from one department to another he/she shall incur no loss of seniority.

(c) In the event of a transfer from one department to another affecting employees in one of the classifications listed in appendix 'K', the employee to be transferred shall be the junior employee in such classification in the department concerned who is able satisfactorily to perform the work required of him/her in the new department, unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed satisfactorily to perform the work required of him.

(d) If an employee be transferred from one of the trades listed in appendix 'K' in one department to the same trade in another department he/she shall incur no loss of seniority.

(e) An employee who is not eligible for promotion under paragraph 3(d) of Exhibit D (Niagara) but who

by reason of advancing age or on other compassionate grounds wishes to be moved or transferred to a job in another department may make application to the company at a location designated by the company from time to time for such purpose, and shall, consistent with his/her seniority, be considered for a suitable opening without regard to rate.

**17.17** (a) When a Niagara employee, except an employee employed in a trade listed in appendix 'K', completes 180 days of continuous service in a department this department will be known as his/her base department and will remain as such until he/she completes 180 days of continuous service in another department at which time the latter will supersede the former as his/her base department, and if such employee be transferred from his/her base department at other than his/her own request, unless such transfer is the result of his/her failure satisfactorily to perform the work required of him, he/she shall be transferred, notwithstanding the provisions of section 17.16 (a), to an opening occurring in his/her base department within a period of 180 days from the date of his/her transfer therefrom, subject to his/her being able satisfactorily to perform the work required of him

(b) For the purposes of section 17.17 (a), if an employee, while he/she is on transfer from his/her base department at other than his/her own request, shall have applied for and been appointed to fill a vacancy which has been advertised under the provisions of paragraph 3(c)(i) of Exhibit D (Niagara), then he/she shall be considered to have transferred from his/her base department at his/her own request and accordingly shall have no base department until he/she shall have completed 180 days of continuous service in a department commencing after the date on which he/she was so transferred out of his/her base department at other than his/her own request.

(c) An employee who has been or is working in a department other than his/her base department, as defined in section 17.17, may notify the company that he/she does not wish to be transferred to his/her base department in

accordance with sections 15.67 (b) (ii) or 17.17. In such a case, the employee will not be transferred to his/her base department, provided such notification is received by the company not less than 14 days prior to an opening occurring in his/her base department to which he/she otherwise would have been transferred.

**17.18** Provisions for the posting of openings at Niagara are set out in Exhibit D (Niagara).

**(St. Thomas -Sections 17.19-17.23)**

**17.19** (a) In event of demotion, a supervisor at St. Thomas who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at St. Thomas may, at any time, consistent with his/her accumulated seniority, be transferred to the classification and department in which he/she was employed at the time of his/her promotion and upon such transfer he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion no longer exists, the transfer shall be to the lowest paid classification in the department in which he/she was a supervisor.

(b) In event of demotion, a supervisor at St. Thomas who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Windsor, Oakville, Bramalea or Niagara may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in which he/she was employed at the time of his/her promotion provided that he/she has served as a supervisor at St. Thomas for at least 1 year and upon such transfer he/she shall be placed upon the seniority lists at St. Thomas in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion does not then exist at St. Thomas the transfer shall be to the lowest paid classification in the department in which he/she was a supervisor.

(c) In event of demotion, a supervisor at St. Thomas who has never been employed in any of the bargaining units may be transferred to the bargaining unit at St. Thomas only if no St. Thomas employee is on layoff and when such a transfer takes place it shall be to the lowest paid classification in the department in which he/she was a supervisor and he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority.

(d) A person at St. Thomas other than a supervisor who is excluded from the bargaining unit and who was previously employed in the bargaining unit at St. Thomas may be transferred to the bargaining unit at St. Thomas only if no St. Thomas employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority.

(e) A person at St. Thomas other than a supervisor who is excluded from the bargaining unit and who was never employed in the bargaining unit at St. Thomas may be transferred to the bargaining unit at St. Thomas only if no St. Thomas employee is on layoff and when such a transfer takes place he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority after he/she has completed employment to the extent of 90 days within any period of 12 consecutive months.

(f) For the purposes of this section 17.19, accumulated seniority means:

(i) in the case of a supervisor, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit;

(ii) in the case of a person other than a supervisor who was employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company had been in a bargaining unit;

(iii) in the case of a person other than a supervisor who was not employed in an excluded classification prior to October 10, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit.

(g) Whenever "bargaining unit" is referred to in this section 17.19 it shall be deemed to include any bargaining unit at the location or locations concerned which was described in predecessor agreements between the company and the union. A person who, prior to the existence of the bargaining unit at St. Thomas, was promoted to supervisor or transferred to a position which would have resulted in his/her exclusion from the bargaining unit if one had existed at that time shall be considered to have been promoted or transferred from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion or transfer.

**17.20** (a) In event of demotion, a supervisor at St. Thomas who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at St. Thomas in a trade listed in appendix 'P' may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in the trade and in the department in which he/she was employed at the time of his/her promotion and upon such transfer he/she shall be placed upon the seniority lists in the trade concerned in accordance with his/her accumulated seniority.

(b) In event of demotion, a supervisor at St. Thomas who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit at Windsor, Oakville or Niagara in a trade listed in appendix 'F', 'H' or 'K' may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in the trade in which he/she was employed at the time of his/her promotion provided that he/she has served as a supervisor at St. Thomas for at least 1 year and upon such transfer he/she shall be placed upon the seniority lists in

the trade concerned in accordance with his/her accumulated seniority.

(c) For the purposes of this section 17.20, accumulated seniority means the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company prior to October 10, 1982 had been in a bargaining unit and as if all his/her service as a supervisor prior to October 10, 1982 had been in a trade listed in appendix 'F', 'H', 'K' or 'P'.

(d) Whenever the "bargaining unit" or appendix listing a trade is referred to in this section 17.20 it shall be deemed to include any bargaining unit or corresponding appendix in predecessor agreements between the company and the union. A person who prior to the existence of the bargaining unit at St. Thomas was promoted to supervisor shall be considered to have been promoted from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion.

**17.21** In respect of St. Thomas employees except as otherwise provided in this agreement:

(a) In the event of a transfer from one department to another the employee to be transferred shall be the junior employee in the department concerned who is able satisfactorily to perform the work required of him/her in the new department unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed satisfactorily to perform the work required of him.

(b) If an employee be transferred from one department to another he/she shall incur no loss of seniority.

(c) In the event of a transfer from one department to another affecting employees in one of the classifications listed in appendix 'P', the employee to be transferred shall be the junior employee in such classification in the department concerned who is able satisfactorily to perform the work required of him/her in the new department, unless:

(i) the transfer is made at the request of the employee, or

(ii) the employee has failed satisfactorily to perform the work required of him.

**(d)** If an employee be transferred from one of the trades listed in appendix 'P' in one department to the same trade in another department he/she shall incur no loss of seniority.

**(e)** An employee who is not eligible for promotion under paragraph 3(d) of Exhibit E (St. Thomas) but who by reason of advancing age or on other compassionate grounds wishes to be moved or transferred to a job in another department may make application at a location designated by the company from time to time for such purpose and shall, consistent with his/her seniority, be considered for a suitable opening without regard to rate.

**17.22** (a) When a St. Thomas employee completes 1 year of continuous service in a department this department will be known as his/her base department and will remain as such until he/she completes 1 year of continuous service in another department at which time the latter will supersede the former as his/her base department, and if such employee be transferred from his/her base department at other than his/her own request, unless such transfer is the result of his/her failure satisfactorily to perform the work required of him, he/she shall be transferred, notwithstanding the provisions of section 17.21 (a) and (c), to an opening occurring in his/her base department within a period of 12 months from the date of his/her transfer therefrom, subject to his/her being able satisfactorily to perform the work required of him.

**(b)** For the purposes of section 17.22 (a), if an employee, while he/she is on transfer from his/her base department at other than his/her own request, shall have applied for and been appointed to fill a vacancy which has been advertised under the provisions of paragraph 3(c)(i) or 5(b) of Exhibit E (St. Thomas), then he/she shall be considered to have transferred from his/her base depart-



ment at his/her own request and accordingly shall have no base department until he/she shall have completed 1 year of continuous service in a department commencing after the date on which he/she was so transferred out of his/her base department at other than his/her own request.

(c) An employee who has been or is working in a department other than his/her base department, as defined in section 17.22, may notify the company that he/she does not wish to be transferred to his/her base department in accordance with sections 15.84 (b) (ii) or 17.22. In such a case, the employee will not be transferred to his/her base department, provided such notification is received by the company not less than 14 days prior to an opening occurring in his/her base department to which he/she otherwise would have been transferred.

**17.23** Provisions for the posting of openings at St. Thomas are set out in Exhibit E (St. Thomas).

**(General -Sections 17.24-17.25)**

**17.24** For employees hired or rehired on or after November 14, 1976, the following provisions of this section 17.24 will apply:

(a) An employee who has attained seniority and is employed in a classification subject to the jurisdiction of the union, who is promoted to supervisor or any other supervisory position, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the union, shall accumulate seniority while working in a supervisory position, for any period prior to November 24, 1979, and when so transferred or demoted shall commence work in a job generally similar to the one he/she held at the time of his/her promotion with the seniority ranking he/she had at the time of his/her promotion plus the seniority accumulated while he/she was working in the supervisory position, for any period prior to November 24, 1979.

(i) Notwithstanding the above, a seniority employee promoted to supervisor or any other supervisory

position as a vacation replacement on or after October 22, 1979, shall continue to accumulate seniority for a period not to exceed six (6) months.

(ii) No temporary demotions in supervisory positions will be made during temporary layoffs.

(b) (i) An employee who has attained seniority and is employed in a classification subject to the jurisdiction of the union, who is transferred to a classification excluded from the bargaining unit at the location concerned, and is thereafter transferred to a classification subject to the jurisdiction of the union, shall accumulate seniority while working on the excluded classification and when so transferred shall commence work in a job generally similar to the one he/she held at the time of his/her transfer, with the seniority ranking he/she had at the time of his/her transfer, plus the seniority accumulated in accordance with the provisions of section 17.24 (b) (ii) below while he/she was working on the excluded classification. No employee shall be transferred under this section 17.24 (b) at a time when any employee having the right to be recalled from layoff is on layoff from the bargaining unit concerned. An employee hired directly to an excluded classification shall acquire no seniority rights under this agreement. No temporary transfers to or from excluded classifications will be made during a temporary layoff.

(ii) A seniority employee who has been transferred to an excluded classification prior to October 22, 1979, shall continue to accumulate seniority while working in an excluded classification. A seniority employee who is transferred to an excluded classification on or after October 22, 1979, will not accumulate seniority while working in an excluded classification.

(c) The provisions in sections 17.24 (a) and (b) for the accumulation of seniority shall not apply when an employee is transferred to a classification subject to the jurisdiction of the union at a location other than the location where the employee attained seniority, except when the employee is transferred or demoted at a location to

which he/she had been transferred as a result of the company transferring a parts distribution centre or any of its manufacturing or assembly operations to a new location.

(d) The provisions of section 17.24 (b) (ii) shall not apply to any employee transferred from the Local 240 CAW bargaining unit.

**17.25** The provisions of sections 17.01 to 17.23 inclusive shall continue to apply to all employees other than those referred to in section 17.24.

## **ARTICLE 18**

### **TRANSFER OF OPERATIONS**

**18.01** If the company transfers any of its manufacturing or assembly operations from one plant or department to another plant or department at Windsor, then if the operation can be identified as one performed by a particular employee, such employee may transfer to the other plant or department to perform the operation concerned. If such employee does not desire to transfer, or if the operation cannot be identified as one being performed by a particular employee, then the opportunity to transfer to the other plant or department shall be offered to each employee in the classification in the department concerned who is able to perform the operation beginning with the most senior and proceeding in descending order of seniority. An employee transferred under this provision shall retain all his/her existing employee benefits within the bargaining unit at Windsor relating to seniority, pensions, supplemental unemployment benefits, vacations with pay, insurance and the holidays specified in section 25.01.

**18.02** If the company transfers any of its manufacturing or assembly operations from one plant or department to another plant or department at Oakville, then if the operation can be identified as one performed by a particular employee, such employee may transfer to the other plant or department to perform the operation concerned. If such employee does not desire to transfer, or if the operation

cannot be identified as one being performed by a particular employee, then the opportunity to transfer to the other plant or department shall be offered to each employee in the classification in the department concerned who is able to perform the operation beginning with the most senior and proceeding in descending order of seniority. An employee transferred under this provision shall retain all his/her existing employee benefits within the bargaining unit at Oakville relating to seniority, pensions, supplemental unemployment benefits, vacations with pay, insurance and the holidays specified in section 25.01.

**18.03** If the company transfers any of its manufacturing or assembly operations from one plant or department to another plant or department at Niagara, then if the operation can be identified as one performed by a particular employee, such employee may transfer to the other plant or department to perform the operation concerned. If such employee does not desire to transfer, or if the operation cannot be identified as one being performed by a particular employee, then the opportunity to transfer to the other plant or department shall be offered to each employee in the classification in the department concerned who is able to perform the operation beginning with the most senior and proceeding in descending order of seniority. An employee transferred under this provision shall retain all his/her existing employee benefits within the bargaining unit at Niagara relating to seniority, pensions, supplemental unemployment benefits, vacations with pay, insurance and the holidays specified in section 25.01.

**18.04** If the company transfers any of its manufacturing or assembly operations from one plant or department to another plant or department at St. Thomas, then if the operation can be identified as one performed by a particular employee, such employee may transfer to the other plant or department to perform the operation concerned. If such employee does not desire to transfer, or if the operation cannot be identified as one being performed by a particular employee, then the opportunity to transfer to the

other plant or department shall be offered to each employee in the classification in the department concerned who is able to perform the operation beginning with the most senior and proceeding in descending order of seniority. An employee transferred under this provision shall retain all his/her existing employee benefits within the bargaining unit at St. Thomas relating to seniority, pensions, supplemental unemployment benefits, vacations with pay, insurance and the holidays specified in section 25.01.

**18.05** (a) If the company transfers a parts distribution centre or any of its manufacturing or assembly operations to a new location and the transfer does not fall within the terms of sections 18.01, 18.02, 18.03 or 18.04 then any employee whose job is so transferred may at his/her option either transfer to the same job at the new location or exercise his/her existing seniority rights within the bargaining unit from which the transfer is made. The employee shall, in writing, notify the employee relations department of the company of his/her election, within 30 days of the mailing by the company of a notice to the employee, addressed to him/her at his/her address as recorded with the employee relations department of the company, advising him/her that his/her job is to be transferred and of his/her rights of election.

(b) If the employee elects to transfer to the same job at the new location, then as of the date of the transfer he/she shall lose his/her seniority rights at the old location and subject to the law in force at the new location and to the agreement of the bargaining agent (if any) for an existing bargaining unit of the company at that location, the employee shall be entitled to retain his/her existing employee benefits relating to seniority, pensions, supplemental unemployment benefits, vacations with pay, insurance and the holidays specified in section 25.01.

(c) The company shall not transfer more employees to a new location hereunder than the number of jobs set up in the new location as a result of the transfer of the parts distribution centre or manufacturing or assembly

operations, or than the average number of employees working at the parts distribution centre, manufacturing or assembly operations in the 3 years preceding the date of the transfer. If the number of employees who elect to be transferred would exceed the numerical limits set by this section, then the most senior employees who are able to do the work required shall be entitled to preference.

**18.06** Any employee who is laid off as a direct consequence of the transfer of a parts distribution centre or any of its manufacturing or assembly operations by the company to a new location may elect to apply for preferential hiring at the new location. If an employee should so elect his/her name will be added to the bottom of the then recall list at the new location and as and when he/she is hired there he/she will take seniority in the plant as of the date of hiring but shall continue to retain all his/her existing employee benefits relating to pensions, supplemental unemployment benefits, vacations with pay, insurance and the holidays specified in section 25.01.

**18.07 (a)** An employee who is on the active employment roll shall be eligible for a transfer moving allowance if he/she is transferred from one plant of the company (hereinafter called his/her original plant) to another plant of the company (hereinafter called his/her new plant) pursuant to section 18.05, provided:

(i) his/her new plant is at least 80 kilometres distant from his/her original plant and he/she moves his/her permanent residence as a result of his/her transfer; and

(ii) he/she files an application for a transfer moving allowance not later than 6 months after the first day he/she worked at his/her new plant.

**(b)** Effective for expenses incurred on or after **October 18, 1993** the amount of an employee's transfer moving allowance will be the amount shown in the following table:

<i>Kilometres Between Plant Locations</i>	<i>Allowance</i>	
	<i>Single Employee</i>	<i>Married Employees</i>
80 - 159	\$ 954	\$ 2,118
160 - 479	1,062	2,334
480 - 799	1,152	2,448
800 - 1,599	1,386	2,892
1,600 or more	1,614	3,324

(c) In the event an employee who is eligible to receive a transfer moving allowance under this section is also eligible to receive a moving allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of transfer moving allowance provided under this section, when added to the amount of moving allowance provided by such legislation, shall not exceed the maximum amount of the transfer moving allowance the employee is eligible to receive under this section.

(d) Only 1 transfer moving allowance will be paid where more than 1 member of a family living in the same residence is transferred pursuant to section 18.05.

**18.08** During the first 18 months after the company opens a parts distribution centre or begins manufacturing or assembly operations at a new location, preferential consideration will be given to the employment application of any laid off employee having seniority, over employment applications of individuals who have not previously worked for the company, provided the previous experience of such laid off employee with the company shows he/she is qualified for the work for which he/she is being considered. Upon becoming employed at the new location, the laid off employee shall lose his/her seniority rights hereunder and shall have the status of a probationary employee with the company.

**18.09** (a) An employee who is on the active employment roll on or after May 1, 1968 will be eligible for a layoff moving allowance if he/she is laid off from one plant of the company (hereinafter called his/her original

plant) as a result of a discontinuance of operations or is laid off as a result of a reduction in force and is offered and accepts an offer of employment at another plant of the company (hereinafter called his/her new plant) pursuant to the preferential placement provisions described in the letter exchanged between the company and the union dated **October 18, 1993**, and if:

(i) his/her new plant is at least 80 kilometres distant from his/her original plant and he/she moves his/her permanent residence as a result of accepting the offer of employment at his/her new plant; and

(ii) he/she had 1 or more years of seniority on the last day he/she worked at his/her original plant and has not incurred a break in seniority on or prior to the date on which the application is made to the company; and

(iii) he/she files an application for a layoff moving allowance not later than 6 months after the first day he/she worked at his/her new plant.

(b) Effective for expenses incurred on or after **October 18, 1993**, the amount of a layoff moving allowance will be the amount of Separation Payment which would have been paid under the Separation Payment Plan to the applicant assuming that he/she would have been eligible for a Separation Payment as of the date of his/her application for such layoff moving allowance provided, however, that such layoff moving allowance will in no event be greater than the amount shown in the following table:

<i>Kilometres Between Plant Locations</i>	<i>Maximum Allowance</i>	
	<i>Single Employee</i>	<i>Married Employees</i>
80 - 159	\$ 954	\$ 2,118
160 - 479	1,062	2,334
480 - 799	1,152	2,448
800 - 1,599	1,386	2,892
1,600 or more	1,614	3,324



(c) In the event an employee who is eligible to receive a layoff moving allowance under this section is also eligible to receive a moving allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of layoff moving allowance provided under this section, when added to the amount of moving allowance provided by such legislation, will not exceed the maximum amount of the layoff moving allowance the employee is eligible to receive under this section.

(d) A layoff moving allowance will be payable in a lump sum. Any layoff moving allowance payable under this section 18.09 will be paid by the company subject to the terms and conditions specified in section 6.05(g) (i) (3) of the Supplemental Unemployment Benefit Plan.

(e) The amount received under the provisions of this section 18.09 will be deducted from any Separation Payment that the employee subsequently becomes eligible to receive under the Separation Payment Plan.

(f) Only one layoff moving allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to section 18.09 (a).

## ARTICLE 19

### ABOLITION OF JOBS

**19.01** If a job is abolished then the employee who, at the date of abolition, is regularly employed in such job may exercise his/her seniority within the appropriate bargaining unit as defined in article 2 for the purpose of obtaining another job therein.

**19.02** If a job being performed by a Windsor employee employed in any of the trades listed in appendix 'F' is abolished, then the employee who, at the date of abolition, is regularly employed in such job may exercise his/her seniority within the trade concerned for the purpose of obtaining another job therein.

**19.03** If a job being performed by an Oakville employee employed in any of the trades listed in appendix 'H' is

abolished, then the employee who, at the date of abolition, is regularly employed in such job may exercise his/her seniority within the trade concerned for the purpose of obtaining another job therein.

**19.04** If a job being performed by a Niagara employee employed in any of the trades listed in appendix 'K' is abolished, then the employee who, at the date of abolition, is regularly employed in such job may exercise his/her seniority within the trade concerned for the purpose of obtaining another job therein.

**19.05** If a job being performed by a St. Thomas employee employed in any of the trades listed in appendix 'P' is abolished, then the employee who, at the date of abolition, is regularly employed in such job may exercise his/her seniority within the trade concerned for the purpose of obtaining another job therein.

**19.06** If any of the trades listed in appendix 'F', 'H', 'K' or 'P' is abolished, the appropriate skilled trades chairperson may discuss with the company the reassignment to another trade listed in appendix 'F', 'H', 'K' or 'P' of any employee who, at the date of abolition, is regularly employed in such trade.

*3/4/00*

**ARTICLE 20  
HOURS OF WORK  
AND OVERTIME ETC.**

**20.01** The normal work week for each employee consists of 40 hours.

**20.02** The company may reduce the number of work days per calendar week to not less than 4 days of 8 hours each in any calendar week but not exceeding 6 such weeks in each calendar year. Such reduction shall not be deemed to be a layoff within the provisions of this agreement but shall be deemed to be a layoff for the purposes of the Supplemental Unemployment Benefit Plan.

**20.03** If the company decides to change the shift rotation

cycles the employee relations manager concerned shall discuss the matter in advance with the appropriate local.

**20.04** (a) The company grants to employees two 10-minute rest periods during each shift, which rest periods are granted upon the representations of the union that the time limits thereof shall be strictly adhered to and that no production shall be lost as a result thereof. The continuance of this privilege is conditional upon strict adherence to such representations.

(b) Subject to the same conditions the company grants to employees a 5-minute rest period following the completion of the regular shift prior to the commencement of an overtime period, which is expected to be of 2 or more hours' duration.

(c) No employee will be scheduled to take his/her rest period earlier than 1 hour after the starting time of his/her shift or 1 hour after the lunch period.

**20.05** (a) In addition to the rest periods described in section 20.04, at Oakville:

(i) The company will maintain a ratio of reliefpersons to operators sufficient to provide each employee assigned to vehicle assembly line operations who receives personal relief by the use of reliefpersons, a total of 36 minutes of relief per 8 hour shift.

(ii) The company will maintain a ratio of reliefpersons to operators sufficient to provide each employee assigned to operations where manual operations are continuous and cannot be left unattended and who receive personal relief by the use of reliefperson, a total of 36 minutes of relief per 8 hour shift. Should the practice of providing personal relief by the use of relief persons be discontinued on any of these operations, then eligibility for the 36 minute relief ceases.

(iii) An employee shall not be subject to discipline for his/her activities during his/her relief period so long as he/she does not interfere in any way with production, the work of his/her fellow employees and order in the plant, and does not violate plant rules.

(iv) In the case of employees on operations listed below, when they are working in enclosed booths, in lieu of the provisions under paragraph (i) above, the company will maintain a ratio of reliefpersons to operators sufficient to provide each employee the total relief per 8 hour shift indicated:

Paint spraypersons	44 minutes
Spraypersons spraying	
underbody deadener	44 minutes
Arc and acetylene welders	44 minutes
Solder grinders	44 minutes
Block sanders	44 minutes

(b) In lieu of the rest periods described in section 20.04, at St. Thomas:

(i) The company will maintain a ratio of reliefpersons to operators sufficient to provide each employee assigned to vehicle assembly line operations who receives personal relief by the use of reliefpersons, a total of 56 minutes of relief per 8-hour shift.

(ii) The company will maintain a ratio of relief persons to operators sufficient to provide each employee assigned to operations where manual operations are continuous and cannot be left unattended and who receive personal relief by the use of reliefpersons, a total of 56 minutes of relief per B-hour shift. This relief will be arranged so that an employee will be able to leave his/her work for two relief periods, during the first half of each shift and two periods during the second half of each shift and, when an S-hour shift is extended by one or more hours of overtime, this relief will be arranged so that the employee will be able to leave his/her work for a relief period during the overtime period. Should the practice of providing personal relief by the use of reliefpersons be discontinued on any of these operations, then eligibility for the 56 minutes relief ceases.

(iii) In the case of employees on operations listed below, when they are working in enclosed booths, in

lieu of the provisions under paragraph (i) above, the company will maintain a ratio of reliefpersons to operators sufficient to provide each employee the total relief per g-hour shift indicated:

Paint spraypersons	64 minutes
Spraypersons spraying underbody deadener	64 minutes
Arc and acetylene welders	64 minutes
Solder grinders	64 minutes
Rough grinders	64 minutes
Block sanders	64 minutes

(iv) An employee shall not be subject to discipline for his/her activities during his/her relief period so long as he/she does not interfere in any way with production, the work of his/her fellow employees and order in the plant, and does not violate plant rules.

(v) Twenty minutes of the relief granted in this subsection 20.05 (b) are in lieu of the two ten minute rest periods granted at other locations. As a corresponding consideration to the condition that employees granted rest periods shall make up for the time thus lost while they are working, it is agreed that at St. Thomas twenty minutes of the relief granted shall be treated as time to be made up while working for the purposes of production standards.

(c) In addition to the rest periods described in section 20.04, at Niagara:

(i) In the case of employees on operations listed below, the company will maintain a ratio of reliefpersons to operators sufficient to provide each employee who receives personal relief by the use of reliefpersons, the total relief per 8-hour shift indicated:

Bending and Tempering	
Department operations	24 minutes
Windshield sag inspection (performed at lehr)	24 minutes
Loading pre-laminated washer	24 minutes
Inserting vinyl between glass for laminating and trimming vinyl	24 minutes
Sealing glass and loading tubs	24 minutes
Loading de-air and tacking machines	24 minutes
Electrical heated backlite inspection	24 minutes
Loading and unloading final laminating washer	24 minutes
Laminating windshield packers	24 minutes
Backlite wire assemblers	24 minutes

(ii) an employee shall not be subject to discipline for his/her activities during his/her relief period so long as he/she does not interfere in any way with production, the work of his/her fellow employees and order in the plant, and does not violate plant rules.

(d) In addition to the rest periods described in section 20.04, at Windsor:

(i) The company will maintain a ratio of reliefpersons to operators sufficient to provide each employee assigned to engine and casting line operations who receives personal relief by the use of reliefpersons, a total of 24 minutes of relief per 8-hour shift.

(ii) An employee shall not be subject to discipline for his/her activities during his/her relief period so long as he/she does not interfere in any way with production, the work of his/her fellow employees and order in the plant, and does not violate plant rules.

**20.06** Employees who are required, to work a straight 8 hour shift, including an allowance of 20 minutes for lunch, shall have their lunch period paid for by the company.

**20.07** (a) An employee shall receive payment at the rate of time and one-half for all time worked over 8 hours in any one shift and for all time worked on a Saturday. Instead of

being paid time and one-half for all time worked on a Saturday, an employee employed on an operation which is scheduled as a continuous 7-day operation as listed in appendix 'I' will be paid time and one-half for all time worked on the 6th consecutive shift of his/her scheduled work week, except a Niagara employee employed on an operation which is scheduled as a continuous 7-day operation as listed in appendix 'I' who will be paid time and one-half for all time worked on a 6th shift within a calendar week.

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(b) An employee shall receive payment at the rate of double time for all time worked on a Sunday.

**20.08** An employee who is required by the company to perform work on a shift other than his/her regularly scheduled shift shall receive payment at the rate of time and one-half for all such time worked over 8 hours in any continuous period of 24 hours.

**20.09** When reasonably possible, the company shall give 24 hours' notice of overtime to employees. Such notice shall also be given to the committee person representing the employees concerned, or in the case of Windsor and Oakville employees to the steward concerned, or in the case of employees employed in one of the classifications listed in appendix 'H' to the Oakville skilled trades chairperson, provided he/she is then at work, and whenever it is reasonably possible to do so, he/she shall be notified before the employees concerned.

**20.10** (a) Overtime and extra time work shall be equitably distributed, as far as reasonably possible, among employees in accordance with the rules set out in appendix 'M'.

(b) The company's right to require employees to perform overtime work is subject to the Memorandum of Understanding which is attached hereto as appendix 'L'.

**20.11** An employee, provided he/she has attained seniority, who performs work on the day of observance of one of the holidays specified in section 25.01 shall be paid for the time worked on such day at double his/her regular hourly wage rate. In addition he/she shall receive the following:

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(a) the holiday pay to which he/she is entitled for that day under the provisions of sections 25.01, 25.02 and 25.03, but disregarding the requirements of sections 25.01(b), and

(b) payment at his/her regular hourly wage rate for all hours worked in excess of 8 on that day.

**20.12** A probationary employee who performs work on the day of observance of one of the holidays specified in section 25.01 shall be paid for the time worked on such day at double his/her regular hourly wage rate. In addition he/she shall receive payment at his/her regular hourly wage rate for all hours worked on that day.

**20.13** Each of the above holidays shall be observed on the day upon which it falls, unless otherwise declared by the Government of Canada or by the Government of the Province of Ontario except as otherwise agreed between the company and the union.

## ARTICLE 21

### WAGES

**21.01** The regular hourly wage rate for each classification covered by this agreement shall remain the same as at the expiration of the agreement between the company and the union dated **September 24, 1990**, except as otherwise provided in this article, in the Settlement Agreement dated **October 18, 1993** or in any supplementary agreement which provides for wage rate adjustments.

**21.02** The following general increase in wages shall be granted to employees:

(a) Effective **October 18, 1993** except as otherwise provided herein, an increase in regular hourly wage rates, as follows:



<i>Regular Hourly Wage Rate Prior to Increase</i>	<i>Amount of Increase</i>
Up through 18.37	36.5¢
18.375 - 18.62	37
18.625 - 18.87	37.5
18.875 - 19.12	38
19.125 - 19.37	38.5
19.375 - 19.62	39
19.625 - 19.87	39.5
19.875 - 20.12	40
20.125 - 20.37	40.5
20.375 - 20.62	41
20.625 - 20.87	41.5
20.875 - 21.12	42
21.125 - 21.37	42.5
21.375 - 21.62	43
21.625 - 21.87	43.5
21.875 - 22.12	44
22.125 - 22.37	44.5
22.375 - 22.62	45
22.625 - 22.87	45.5
22.875 - 23.12	46
23.125 - 23.37	46.5
23.375 - 23.62	47
23.625 - 23.87	47.5

(b) Effective **October 18, 1993**, but after the application of the general wage increase provided in section 21.02(a) of the **1993** Collective Agreement, employees in appendix 'F', 'H', 'K' and 'P' (Skilled Trades) classifications shall receive a special regular hourly wage rate adjustment of **ten cents (10¢)**. Application of these increases to wage rates for apprentices shall be made in accordance with the Shop Hour Rate Formula of paragraph 8 of the Apprenticeship Plan which is appendix 'J' to this agreement.

(c) Effective September 19, 1994 except as otherwise provided herein, an increase in regular hourly wage rates as follows:

<i>Regular Hourly Wage Rate Prior to Increase</i>	<i>Amount of Increase</i>
Up through \$20.165	30
20.17 - 20.495	30.5
20.50 - 20.830	31
20.835 - 21.165	31.5
21.17 - 21.495	32
21.50 - 21.830	32.5
21.835 - 22.165	33
22.17 - 22.495	33.5
22.50 - 22.830	34
22.835 - 23.165	34.5
23.17 - 23.495	35
23.50 - 23.830	35.5
23.835 - 24.165	36
24.17 - 24.495	36.5
24.50 - 24.830	37
24.835 - 25.165	37.5
25.17 - 25.495	38
25.50 - 25.830	38.5
25.835 - 26.165	39

(d) Effective September 19, 1994, but after the application of the general wage increase provided in section 21.02(c) of the 1993 Collective Agreement, employees in appendix 'F', 'H', 'K' and 'P' (Skilled Trades) classifications shall receive a special regular hourly wage rate adjustment of ten cents (10¢). Application of these increases to wage rates for apprentices shall be made in accordance with the Shop Hour Rate Formula of paragraph 8 of the Apprenticeship Plan which is appendix 'J' to this agreement.

(e) Effective September 18, 1995 except as otherwise provided herein, an increase in regular hourly wage rates, as follows:

<i>Regular Hourly Wage Rate Prior to Increase</i>	<i>Amount of Increase</i>
Up through \$20.245	20¢
20.25 - 20.745	20.5
20.75 - 21.245	21
21.25 - 21.745	21.5
21.75 - 22.245	22
22.25 - 22.745	22.5
22.75 - 23.245	23
23.25 - 23.745	23.5
23.75 - 24.245	24
24.25 - 24.745	24.5
24.75 - 25.245	25
25.25 - 25.745	25.5
25.75 - 26.245	26
26.25 - 26.745	26.5
26.75 - 27.245	27

(f) Effective September 18, 1995, but after the application of the general wage increase provided in section 21.02(e) of the 1993 Collective Agreement, employees in appendix 'F', 'H', 'K' and 'P' (Skilled Trades) classifications shall receive a special regular hourly wage rate adjustment of ten cents (10¢). Application of these increases to wage rates for apprentices shall be made in accordance with the Shop Hour Rate Formula of paragraph 8 of the Apprenticeship Plan which is appendix 'J' to this agreement.

(g) The improvement factors provided for in this section recognize the principle that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes

and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective.

(h) For the purpose of applying the provisions of the Retirement Pension Plan, the Supplemental Unemployment Benefit Plan, the Separation Payment Plan, the Automatic Short Week Benefit Plan and appendix 'R' of this agreement, the wage rate of an employee shall not be increased by the wage increase provided in the tables set out in section 21.02 (a), (b), (c) (d) (e) and (f) prior to the effective date of this agreement.

**21.03 (a)** Effective **October 18, 1993** and thereafter during the period of this Agreement, each employee shall receive a cost-of-living allowance as set forth in this section. The cost-of-living allowance shall not be added to the regular hourly wage rate for any classification, but only to each employee's straight-time hourly earnings. The cost-of-living allowance shall be taken into account in computing overtime and shift premiums, and in determining call-in pay and pay for vacations, holidays, jury duty and bereavement.

(b) Effective with the adjustment scheduled for **December 6, 1993**, the cost-of-living allowance **will be based** on the Consumer Price Index published by Statistics Canada (**1986 = 100**) in accordance with the Letter of Understanding signed by the parties. Continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for July, **1993**, unless otherwise agreed upon by the parties. If Statistics Canada changes the form or the basis of calculating the Index, and such Index is required to determine the cost-of-living allowance pursuant to the provisions of this agreement, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly Index in its present form and calculated on the same basis as the Index for July, **1993**.

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(c) Adjustments during the period of this agreement shall be made at the following times:

<i>Effective Date of Adjustment</i>	<i>Based Upon Three-Month Average of the Consumer Price Indexes for:</i>
December <b>6, 1993</b>	August, September, October, <b>1993</b>
First pay period beginning on or after March 1, <b>1994</b> and at three-calendar- month intervals thereafter to June 1, <b>1996</b> .	November, December, <b>1993</b> and January, <b>1994</b> and at three-calendar-month intervals thereafter to February, March and April, <b>1996</b> .

(d) (i) Effective **October 18, 1993**, and until December **5, 1993** the cost-of-living allowance shall be five cents (5¢) per hour.

(ii) Effective December **6, 1993**, the cost-of-living allowance shall be in accordance with the following table:

<i>Three-Month Average Canadian Consumer Price Index</i>	<i>Cost-of-Living Allowance</i>
<b>129.9 or less</b>	None
<b>130.0</b>	1¢ per hour
<b>130.1</b>	2¢ per hour
<b>130.2</b>	4¢ per hour
<b>130.3</b>	5¢ per hour
<b>130.4</b>	6¢ per hour

and so forth with one cent (1¢) adjustment for each .073 change in the Average Index and will be calculated in accordance with the Letter of Understanding signed by the parties.

(e) (i) In the event that Statistics, Canada does not issue the appropriate Consumer Price Index on or

before the beginning of one of the pay periods referred to in section 21.03(c), any adjustment in the cost-of-living allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

(ii) No adjustment, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures used in the calculation of the Canadian Consumer Price Index by Statistics Canada, as applicable, for any month or months on the basis of which the cost-of-living allowance has been determined.

(f) Effective **October 18, 1993**, but after the application of the wage increases provided in 21.02(a), **one dollar and forty-five cents (\$1.45)** shall be deducted from the **one dollar and fifty cents (\$1.50)** cost-of-living allowance in effect immediately-prior to that date and **one dollar and forty-five cents (\$1.45)** shall be added to the regular hourly wage rate for each classification.

**21.04 (a)** Each committeeperson or chairperson who is permitted full time for the performance of his/her duties as such shall be paid on the basis of the regular hourly wage rate of the classification in which he/she was employed at the time of his/her appointment as such committeeperson or chairperson.

(b) Notwithstanding the above, a full-time representative with one (1) or more years of continuous elected or appointed service as a full-time representative shall be entitled to receive consideration for promotion to a higher paying job under the provisions of paragraph (3) of the supplemental agreements attached hereto as Exhibit A (Windsor), Exhibit B (Oakville), Exhibit C (Bramalea), Exhibit D (Niagara) and Exhibit E (St. Thomas) respectively, except that such full-time representative holding a non-appendix 'F', 'H', 'K' or 'P' classification at the time of election or appointment to full-time representative may be considered for promotion limited to openings in non-appendix 'F', 'H', 'K' and 'P' classifications. A full-time

representative who is promoted to a higher paying job under the provisions of this section will not be considered for another promotion until a period of at least twelve months has elapsed following the date of promotion.

(c) When a full-time representative ceases to hold office, he/she shall be returned, consistent with his/her seniority, to the classification in the department in which he/she was employed at the time of his/her appointment as a full-time representative, or, in the case of a full-time representative who has been promoted to a higher paying job as provided in section 21.04 (b), to the classification to which he/she was promoted.

**21.05** (a) The company shall pay each employee weekly, during his/her working hours, on the regularly scheduled payday which shall be for the No. 1 and No. 2 shifts the Friday next following the week in which the pay period ends, and for the No. 3 shift the Thursday next following the week in which the pay period ends.

(b) In the event that one of the holidays specified in section 25.01 on which the plant or parts distribution centres are not working falls on Friday, the regularly scheduled payday shall be for the No. 1 and No. 2 shifts the Thursday next following the week in which the pay period ends, and for the No. 3 shift the Wednesday next following the week in which the pay period ends.

**21.06** (a) The company will pay each employee assigned to the No. 2 shift prior to noon on the regularly scheduled payday.

(b) An employee not scheduled to work on the regularly scheduled payday may secure his/her pay on that day at a location designated by the company from time to time for such purpose, or alternatively he/she may on returning to work request that his/her pay be delivered to him/her during his/her working hours. Such requests are to be made to the employee's supervisor.

**21.07** The company will not deduct from an employee's pay amounts by which he/she may have been overpaid in previous pay periods. This does not apply, however, to

overpayments which are the result of clerical or mechanical errors, in calculating an employee's pay, where such error is discovered and the employee notified within 120 days of receipt of the erroneous pay. The amount deducted shall not exceed thirty dollars (\$30) from any one pay-cheque. Deductions will be itemized on the employee's pay-cheque stub or equivalent record.

*C.S.P.* **21.08** Each employee who is summoned to and reports for jury duty (including coroner's juries and duty required in connection with the Ontario Public Institution Inspection Act) 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 straight time hourly wage rate (that is, his/her regular hourly wage rate plus cost-of-living allowance but excluding shift premiums) for the number of hours up to 8 that he/she otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travel allowances, or reimbursement of expenses). In order to receive payment under this section an employee must meet all of the following eligibility requirements:

(a) The employee shall have attained seniority as of the date of commencement of the jury duty.

(b) The employee shall have given prior notice to the company that he/she has been summoned for jury duty.

(c) The employee shall furnish satisfactory evidence to the company that he/she reported for or performed jury duty on the days for which he/she claims payment.

(d) The employee would otherwise have been scheduled to work for the company on the day for which he/she claims payment.

*C.S.P.* **21.09** (a) When death occurs in an employee's immediate family (that is, current spouse; parent or stepparent; grandparent; parent, stepparent or grandparent of current spouse; child or stepchild; brother, half-brother or stepbrother; or sister, half-sister or stepsister; grandchild; son-in-law or daughter-in-law) a seniority employee, on request, will be excused for any 3 regularly scheduled



working days (or for such fewer days as the employee may be absent) during the 3 days (excluding holidays defined in section 25.01, Saturdays and Sundays or in the case of the employees employed on operations scheduled as continuous 7-day operations as listed in appendix 'I' excluding regular days off) immediately following the date of death provided he/she attends the funeral. In the event a member of the employee's immediate family as above defined dies while in the active service of the Canadian Armed Forces, the employee may, should the funeral be delayed, have his/her excused absence from work delayed until the period of 3 normally scheduled working days which includes the date of the funeral. In the event the body of a member of the employee's immediate family as above defined is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical centre for research purposes, the requirement that the employee attend the funeral will be waived.

(b) An employee excused from work under this section shall, after making written application therefor, receive pay for hours up to 8 hours that he/she would have worked during such scheduled days of work at his/her regular hourly wage rate plus cost-of-living allowance but excluding shift premiums as at the last day worked.

(c) Time thus paid will not be counted as hours worked for purposes of overtime.

**21.10** The following provisions shall apply to employees working on forty (40) hour rotating schedules on continuous 7-day operations:

An employee shall be paid a bonus (if any is produced by the method of calculation set forth in this section) to compensate for his/her being so scheduled during any workweek (including a workweek in which such schedule happens to require him/her to work only Monday through Friday) equal to twenty-five cents (25¢) times the number of hours he/she has worked during such workweek, it

being understood that, notwithstanding any other provisions of the agreement:

(1) such bonus shall be included in computing Sunday, holiday or any other overtime premium pay;

(2) such bonus shall not be added to the base rate of any classification, and shall not be taken into account in **computing** afternoon and night shift premiums, or in computing vacation pay, holiday pay or any other payment for hours not worked;

(3) such bonus shall not be payable for any hours worked by an employee when he/she is not working on a continuous 7-day operation and on a forty (40) hour rotating schedule involving work on Saturdays, Sundays and holidays.

## ARTICLE 22

### SHIFT PREMIUM

**22.01** An employee shall receive a special premium payment of:

(a) 5 per cent of his/her earnings, including overtime premium and cost-of-living allowance, for the performance of work commenced on or after 10.30 a.m. but before the following 7 p.m. *47/400500*

(b) 10 per cent of his/her earnings, including overtime premium and cost-of-living allowance, for the performance of work commenced on or after 7 p.m. but before the following 5 a.m. *45/401000*

## ARTICLE 23

### REPORTING FOR WORK

*46/04* **23.01** An employee reporting for work on instructions of the company for whom no work or less than 4 hours' work is available shall be paid a minimum of 4 hours' time at the hourly wage rate he/she would have received if he/she had actually worked a total of 4 hours. This provision shall not apply when such lack of work is due to a labour dispute, fire, flood or other cause beyond the control of the company.

## ARTICLE 24

### CHANGES IN REGULAR HOURLY WAGE RATES

**24.01** An employee hired or rehired on or after **October 18, 1993** to perform work in a classification other than those in Appendix 'F', 'H', 'K' or 'P' (skilled trades) shall be paid a hiring-in rate of 85% of the regular hourly wage rate for the classification to which he/she is assigned.

(i) Upon completion of **39** weeks of employment such employee shall receive an increase to **92.5%** of the regular hourly wage rate for the classification to which he/she is assigned.

(ii) Upon completion of 78 weeks of employment such employee shall receive the regular hourly wage rate for the classification to which he/she is assigned.

The foregoing provision notwithstanding, a probationary employee who was laid off due to a reduction in force and is subsequently rehired within one year of his/her date of probationary layoff shall have his/her hiring-in rate determined by the hiring-in-rate provision of the Collective Agreement under which he/she was last hired or rehired prior to layoff based on the number of weeks of employment previously completed.

Under this subsection, at least three days must be worked in a week to have that week count as a week of employment except that an employee disabled by sickness or injury covered by the Workers' Compensation Act, or eligible for holiday pay for the full week of the Christmas holiday period, or who qualifies for vacation pay for a full week shall accrue credit towards weeks of employment worked. Each increase shall be effective at the beginning of the first pay period following the completion of the required number of weeks of employment.

**24.02** When an employee who has received the increases described in section 24.01 has been employed for 3 continuous days in a classification other than his/her regular classification as a result of being moved or transferred to different work, the resultant change in his/her regular

hourly wage rate will take effect at the beginning of the first pay period commencing during or immediately after the aforementioned period of 3 continuous days of employment in such classification. This section shall not apply to an employee employed in one of the classifications listed in appendix 'F', 'H', 'K' or 'P'.

**24.03** Increases in regular hourly wage rates pertaining to classifications which are subject to special probationary plans shall not be governed by the provisions of this article.

**24.04** The company will supply to the president of local 200, the president of local 707, the president of local 1520 and the chairperson of the negotiating committee of local 584 and local 1054, respectively, a list of the classifications and regular hourly wage rates established by the company and applicable to employees for which his/her local is the bargaining agent. The company will also from time to time notify the president of the appropriate local or the chairperson of the negotiating committee of local 584 and local 1054, as the case may be, of any changes made therein by the company. The company will discuss new classifications and the hourly wage rates established by the company to be applicable to such classifications with the committee person of the zone concerned.

**24.05** (a) To settle wage rates when a new job is introduced into the plant which cannot be properly placed in an existing classification or when the job content of an existing job is so changed that it cannot be properly covered by an existing classification, the following procedure shall apply:

Within thirty days of the introduction of such a new job, the company will set up a temporary classification and rate covering the job and notify the union thereof in writing immediately. Negotiations will be held at the local level, but if a satisfactory resolution is not made there then the matter will be referred to the Classification Review Committee who shall consider the matter.

If the matter remains unresolved a grievance may be lodged. If the grievance is unresolved it may be referred to

the umpire who shall be empowered to determine the proper classification and/or rate for the new job as provided herein.

(b) In establishing the rate of pay for a classification the umpire shall do so by comparing such classifications with other comparable classifications in the same bargaining unit, the rates for which are consistent with the general wage pattern in the plant. The umpire's decision shall be limited to the area of dispute and the wage rate the umpire establishes for the new job classification shall be set so as to maintain the wage rate relationship balance which the parties have established.

(c) The classification and/or rate established by the umpire shall become a part of the local rate and classification schedule.

## ARTICLE 25

### HOLIDAY PAY PLAN

*3/150* **25.01** Unless otherwise provided herein, each employee, who meets all of the eligibility rules below, shall be paid eight (8) times his/her regular hourly wage rate for the day of observance of each of Good Friday, the Monday after Easter, the Friday before Victoria Day, Victoria Day, Canada Day, Civic Holiday, the Friday before Labour Day, Labour Day, Thanksgiving Day, and for the year **1993, December 24, 27, 28, 29, 30 and 31; for the year 1994, December 26, 27, 28, 29 and 30; and for the year 1995, January 2 and December 25, 26, 27, 28 and 29; and for the year 1996 January 1; shift premium will be included in holiday pay for the above holidays.**

Each employee must meet the following eligibility rules to receive holiday pay:

(a) the employee shall have attained seniority as of the date of the observance of the holiday;

(b) the employee shall have registered his/her attendance on the last scheduled work day prior to the day of observance of the holiday, and the employee shall have

registered his/her attendance within one hour of his/her regular starting time on the next scheduled working day following the day of observance of the holiday, unless the employee is able to provide his/her supervisor with satisfactory reason for his/her failure to qualify under this section. (Any dispute in this respect will be subject to the grievance procedure.)

(i) In the case of the Christmas holiday period, in **1993**, starting December 24 through the following **December 31**; in **1994**, starting December **26** through the following January **2**; and in **1995**, starting December **25** through the following January **1**, **1996** a seniority employee absent without excuse on both the last scheduled working day prior to and the next scheduled working day after a Christmas holiday period shall be ineligible for holiday pay for all of the holidays within the Christmas holiday period. A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas holiday period shall be ineligible for two (2) of the holidays for which he/she would otherwise be eligible in the Christmas holiday period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas holiday period.

(ii) Employees will be called in to work only in emergencies on the following days which are not paid holidays under this agreement:

**Saturday, December 25, 1993**  
**Sunday, December 26, 1993**  
**Saturday, January 1, 1994**  
**Sunday, January 2, 1994**  
**Saturday, December 24, 1994**  
**Sunday, December 25, 1994**  
**Saturday, December 31, 1994**  
**Sunday, January 1, 1995**  
**Saturday, December 23, 1995**  
**Sunday, December 24, 1995**  
**Saturday, December 30, 1995**  
**Sunday, December 31, 1995**

(iii) Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

(iv) The foregoing provisions of sections 25.01(b)(ii) and (iii) shall not apply to employees employed on operations scheduled as continuous 7-day operations as listed in appendix 'I', employees employed on operations in support of continuous 7-day operations and employees who perform work on Sunday which is a part of the No. 1 shift, Monday;

(c) the employee who has accepted a holiday work assignment and then fails to report for and perform such work, shall receive payment for the holiday only on condition that he/she furnishes satisfactory explanation to his/her supervisor for his/her failure to report, subject to the grievance procedure.

**25.02** (a) Notwithstanding the provisions in section 25.01,

(i) an employee who has attained seniority shall be considered eligible for holiday pay provided he/she is on sick leave, or a leave of absence, or laid off for lack of work, if such sick leave, leave of absence or layoff did not commence prior to the beginning of the week before the week in which the holiday is observed.

(ii) an employee who has attained seniority and who works in the fourth work week prior to the week in which the Christmas holiday period begins, and who is laid off for lack of work during that week, or an employee who has attained seniority and who is laid off for lack of work during the first, second, or third work week prior to or during the work week in which the Christmas holiday period begins, shall receive pay for each of the holidays in the Christmas holiday period, provided such employee worked the last scheduled work day prior to such layoff. An employee who has attained seniority and who works in the fifth, sixth, or seventh work week prior to the week in which the Christmas holiday period begins, and who is laid off for lack of work during that

week, shall receive pay for one-half of the holidays falling during such Christmas holiday period provided such employee worked the last scheduled work day prior to such layoff;

(iii) an employee who has attained seniority, who is on sick leave of absence when the holiday(s) occurs and who returns to work following the holiday(s) but during the week in which the holiday(s) falls shall receive pay for such holiday(s), provided the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday;

(iv) an employee who has attained seniority, who is on a personal leave of absence which expires during a Christmas holiday period shall receive pay for the holidays in the Christmas holiday period which falls (1) on or after the expiration date of such leave or (2) on and after the date he/she notifies his/her plant of his/her availability for work, whichever is later, provided the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

(v) an employee who has attained seniority, who is on sick leave of absence and in receipt of Workers' Compensation benefits for such holiday shall not be eligible for holiday pay.

(b) In the case of a holiday observed during a model change layoff when no adjustment is made to bargaining unit-wide seniority during such layoff an employee shall be considered eligible for holiday pay regardless of the date of commencement of the layoff provided that he/she registered his/her attendance on his/her clock card on his/her last scheduled work day prior to the commencement of the model change layoff and he/she registers his/her attendance on his/her clock card within one hour of his/her regular starting time on the first day he/she is scheduled to work after the termination of the model change layoff.

**25.03** If the day of observance of a holiday falls within the period of approved vacation of an employee, he/she shall be paid for such holiday as herein provided.



**25.04** Each of the above holidays shall be observed on the day upon which it falls, unless otherwise declared by the Government of Canada or by the Government of the Province of Ontario except as otherwise agreed between the company and the union.

## **ARTICLE 26**

### **VACATION WITH PAY PLAN**

**26.01** Each employee will be granted annual vacation with pay in accordance with the following provisions.

**26.02** At locations other than St. Thomas:

(a) During the current year an employee will be eligible for vacation with pay earned during the qualifying period, which is the preceding calendar year, provided that:

(i) such employee has at least 1 year's seniority with the company as of December 31st of the qualifying period; and

(ii) has performed the minimum hours of work required hereunder.

(b) The minimum hours of work required shall be 1,000 hours of work for the company during the qualifying period. For the purposes of computing hours worked for the company hereunder:

(i) no deduction shall be made for hours absent from work due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act, provided the employee is on the active roll of the company during the qualifying period, and provided that this shall not apply:

(1) in the case of an employee who has not been called upon to perform work for the company for a period exceeding his/her seniority at the date when he/she last performed work for the company, or

(2) in the case of an employee who had less than 36 months' seniority at the date when he/she last performed work for the company and who has not

been called upon to perform work for the company for a period of 36 consecutive months; and

(ii) no deduction shall be made for hours absent from work if the company has granted the employee concerned a leave of absence for union duties, unless such leave of absence is one granted under section 27.02, and

(iii) an employee shall be credited with the number of hours for which he/she received pay for holidays as defined in article 25.

**26.03** At locations other than St. Thomas:

(a) An employee with less than 1 year of seniority as of December 31st on or after the effective date of this agreement:

(i) who is enrolled on the active employment roll of the company and who has performed 1,000 hours of work for the company in the period from hire date until December 31st of the qualifying period and

(ii) who has seniority as of December 31st of the qualifying period will be entitled to a vacation of 1 week during the current year with pay for 40 hours at his/her hourly wage rate. With the above rules of this section (a) for vacation eligibility otherwise applicable, an employee who is enrolled on the active employment roll of the company and who has performed 500 hours of work for the company, will be entitled to the vacation and vacation pay to which he/she would have been entitled if he/she had performed 1,000 hours of work for the company, reduced by 5% for each 50 hours or fraction thereof by which the hours he/she has worked fall short of 1,000 hours.

(b) No deduction will be made for hours absent due to sickness or injury covered by the Workers' Compensation Act, provided the employee is on the active roll of the company during the qualifying period.

**26.04** At St. Thomas:

(a) During the current year beginning July 1st and ending June 30th, an employee will be eligible for vacation with pay earned during the qualifying period, which is the calendar year preceding July 1st, provided that:

(i) such employee has at least 1 year's seniority with the company as of June 30th of the qualifying period; and

(ii) has performed the minimum hours of work required hereunder.

(b) The minimum hours of work required shall be 1,000 hours of work for the company during the qualifying period. For the purposes of computing hours worked for the company under section 26.04, and section 26.05:

(i) no deduction shall be made for hours absent from work due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act, provided the employee is on the active roll of the company during the qualifying period, and provided that this shall not apply:

(1) in the case of an employee who has not been called upon to perform work for the company for a period exceeding his/her seniority at the date when he/she last performed work for the company, or

(2) in the case of an employee who had less than 36 months' seniority at the date when he/she last performed work for the company and who has not been called upon to perform work for the company for a period of 36 consecutive months; and

(ii) no deduction shall be made for hours absent from work if the company has granted the employee concerned a leave of absence for union duties, unless such leave of absence is one granted under section 27.02; and

(iii) an employee shall be credited with the number of hours for which he/she received pay for holidays as defined in article 25.

**26.05** At St. Thomas:

(a) An employee with less than 1 year of seniority as of June 30th on or after the effective date of this agreement:

(i) who is enrolled on the active employment roll of the company and who has performed 1,000 hours of work for the company in the period from hire date until the last day of the qualifying period; and

(ii) who has seniority as of the last day of the qualifying period will be entitled to a vacation of 1 week during the current year with pay for 40 hours at his/her hourly wage rate. With the above rules of this section for vacation eligibility otherwise applicable, an employee who is enrolled on the active employment roll of the company and who has performed 500 hours of work for the company, will be entitled to the vacation and vacation pay to which he/she would have been entitled if he/she had performed 1,000 hours of work for the company, reduced by 5% for each 50 hours or fraction thereof by which the hours he/she has worked fall short of 1,000 hours.

(b) No deductions will be made for hours absent due to sickness or injury covered by the Workers' Compensation Act provided the employee is on the active roll of the company during the qualifying period.

**26.06 (a)** An employee eligible for vacation shall be entitled to vacation pay determined on the basis of his/her seniority as of the last day of the qualifying period as follows:

<i>Seniority</i>	<i>Total Number of Hours of Vacation pay at hourly wage rates</i>
1 year but less than 2 years	116 01-02-4
<b>2 years but less than 3 years</b>	124 02-03-4
3 years but less than 5 years	152 03-03-4
5 years but less than 10 years	172 05-04-1
10 years but less than 15 years	192 10-04-4
15 years but less than 20 years	212 15-05-1
20 or more years	252 20-06-1

(b) For the purposes of this section 26.06(b), "seniority" in the case of an employee who is absent from work due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act shall mean the seniority

the employee had at the end of the last qualifying period completed before such absence commenced.

(c) An employee's hourly wage rate for the purpose of this article only shall be:

(i) the highest regular hourly wage rate (inclusive of shift premium) of an employee in effect during the 8th week prior to the time his/her vacation commences; plus

(ii) the cost-of-living allowance in effect at the time an employee's vacation commences and any general wage increase which had occurred between the said 8th week and the time his/her vacation commences; but

(iii) excluding any overtime premium; and

(iv) any change either upward or downward in an employee's regular hourly wage rate for a temporary period (which shall be defined as a rate which is in effect for 3 working days or less) shall not be taken into account.

(d) **An employee may use up to 36 hours if he has one but less than two years of seniority, 44 hours if he has two but less than three years of seniority or 52 hours if he has more than three years of seniority of his/her vacation provided under section 26.06(a), as excused absence allowance, as limited below, in units of no less than one-half day periods (4 hours), with pay at his/her hourly wage rate, as defined in section 26.06(c), on the date each such period of vacation shall begin, for any of the following purposes:**

(i) Excused absences because of illness for which he/she does not receive accident and sickness insurance benefits,

(ii) Absences excused by the company because of any personal reason, or

(iii) Additional scheduled vacation time immediately prior to or following his/her other vacation time.

Absences under (ii) above will be excused provided that: (a) the employee makes written request on a form

provided by the company at least one week in advance of the requested day; (b) there will be no adverse impact on the operations involved and if more than one employee is requesting the same day, this will be taken into consideration in determining the operational impact; and (c) if more employees working for the same supervisor request the same day off than can be accommodated, the employee(s) who requested first will be granted the day off.

The part of his/her vacation that an employee may use for excused absences under purposes (i) and (ii) above shall not exceed **36 hours in the case of an employee with one but less than two years of seniority, 44 hours in the case of an employee with two but less than three years of seniority or 52 hours in the case of an employee with more than three years of seniority.**

**26.07** Where an employee eligible for vacation under section 26.02(a) or 26.04(a) does not qualify under the provisions of section 26.02(b) or 26.04(b) hereof because he/she has not worked the minimum hours required, he/she shall be entitled to the vacation pay to which he/she would have been entitled if he/she had worked the minimum hours required for that year, reduced by 5 per cent for each 50 hours or fraction thereof by which the hours he/she has worked fall short of the minimum hours required for that year.

**26.08 (a)** If an employee eligible for vacation pay under sections 26.02, 26.04 or 26.07 leaves the active service of the company for any reason during the current year and prior to receiving his/her vacation pay, he/she shall be entitled to be paid forthwith the vacation pay for which he/she is eligible and in addition he/she shall be entitled to receive vacation pay calculated as if the day on which he/she leaves the active service of the company is the end of the qualifying period for the current year. Both the vacation pay for which he/she is eligible under sections 26.02, 26.04 or 26.07 and such additional vacation pay shall be calculated at his/her regular hourly wage rate then in effect and on the basis of his/her seniority at the end of

the last completed qualifying period. If, in respect to the period for which such an employee has been paid under the provisions of this section, the employee shall subsequently become entitled to a vacation with pay or vacation pay, then any necessary adjustment shall be made to ensure that he/she shall not be paid twice in respect of the same period.

(b) An employee who notifies the company in writing prior to being laid off that he/she does not wish to receive the vacation pay to which he/she is entitled under section 26.08 (a) at the time of layoff shall be paid as follows:

(i) in the case of an employee who subsequently returns to work, the vacation pay which he/she was entitled to receive under sections 26.02, 26.04 or 26.07 shall be paid to him/her prior to his/her scheduled vacation period; or,

(ii) in the case of an employee who does not return to work prior to the next established vacation period defined in section 26.09 (a), the vacation pay which he/she would have been entitled to receive under section 26.08(a) shall be paid to him/her immediately prior to the established vacation period; except that,

(iii) in the case of a Bramalea employee who does not return to work prior to the next July 1, he/she shall be paid the vacation pay which he/she would have been entitled to receive under section 26.08(a) immediately prior to the next July 1 following the date of layoff.

**26.09** (a) The plants of the company will normally be closed during each calendar year during the months of July or August for a period established as the vacation period by the company, during which period, except as in this section provided, employees shall be granted a vacation. The union will be advised no later than April 1 as to the specific vacation period and thereafter the vacation period will not be altered without the mutual consent of the parties.

(b) If circumstances arise whereby it is inadvisable to close the plants for more than 1 week, the matter

will be discussed with the appropriate local negotiating committee. If it becomes necessary to reduce the vacation period, eligible employees with 3 or more years' seniority as of the last day of the qualifying period will be paid in lieu of the additional vacation to which they are entitled.

(c) If the company requires employees to work during the period established as the vacation period, then employees who are able to do the work required during such period shall be selected in order from among the following groups of employees:

(i) The most senior employees in the department concerned who, as a result of mutual agreement between the employees concerned and the company, have already had the full vacation to which they are entitled in the current year or where by mutual agreement between an employee and the company alternative arrangements for vacation are made;

(ii) The most senior employees in the department concerned who are not entitled to vacation for the full period established as the vacation period provided that the company and each such employee are able to agree upon a mutually suitable time for the particular employee concerned to take the vacation to which he/she is entitled;

(iii) The most senior employees in the bargaining unit concerned who are not entitled to vacation for the full period established as the vacation period who apply for work during the vacation period for a period of one full work week or more of the period established as the vacation period; provided that such an employee shall only be employed to work outside of his/her own department for periods of time equal to a full work week and for a maximum number of full work weeks equal to the number of full work weeks of the vacation period for which he/she is not entitled to vacation pay.

(d) For purposes of vacations only, a week shall be considered to start on Monday and conclude on the following Sunday.



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(e) Employees who are eligible for vacation with pay in accordance with the provisions of article 26.02 and 26.04 will receive a special payment of \$500.00 on June 30, 1994, June 30, 1995 and June 30, 1996 if they are then on the active roll of the company. Employees who qualify for only a portion of their full vacation with pay entitlement under section 26.07 shall receive the same proportion of this payment. Employees not on the active roll of the company the date the payment is due but who are subsequently reinstated to the active roll during the current vacation year will be paid the special payment either at the time they take their vacation or at the end of the vacation year.

**26.10** Due to the nature of operations at the parts distribution centre at Bramalea it is the practice of the company to stagger vacations and the employee relations manager will discuss the vacation schedule with the local negotiating committee prior to the commencement of vacations. In the event that the company finds it necessary to close the parts distribution centre for the vacation period, the local negotiating committee will be advised prior to the vacation period. If it becomes necessary to reduce the vacation period to 1 week, eligible employees with 3 or more years' seniority as of the last day of the qualifying period will be paid in lieu of the additional vacation to which they are entitled.

**26.11** This annual vacation with pay plan is subject to the provisions of "The Employment Standards Act" (Ontario), wherever such provisions provide greater vacations with pay benefits than this plan.

**26.12** Vacation pay to which an employee is entitled under the provisions of this agreement shall be paid to him/her prior to his/her duly authorized vacation.

**ARTICLE 27**  
**LEAVES OF ABSENCE**

**27.01** (a) An employee desiring leave of absence shall make application in writing to his/her supervisor. The application shall be dealt with by the employee relations manager concerned.

(b) Any dispute regarding the disposition of such an application may be the subject of a grievance lodged in writing by the employee concerned within 5 regular working days following written notification that his/her application for leave of absence has not been granted. Thereupon the grievance shall be handled as an appeal to the employee relations manager at step three of the general grievance procedure.

*6315*  
*4* **27.02** An employee who holds office as president or financial secretary-treasurer of an appropriate local or as a staff officer or staff representative of the national union shall, so long as such office is a full time position, be granted leave of absence by the company.

**27.03** (a) Leave of absence not exceeding 120 days shall be granted to an employee for the time during which he/she is serving a sentence of imprisonment imposed on a conviction arising from the operation or use of a motor vehicle.

(b) In the event that an employee should be sentenced to imprisonment following conviction for any other offence, the appropriate local may submit the case to the vice president of employee relations for his/her consideration and he/she shall then, at his/her discretion, decide whether any, and if so how much, leave of absence (not exceeding 120 days) shall be granted to the employee while serving his/her sentence of imprisonment.

*6315*  
*4* **27.04** An employee having seniority who is elected or selected for a full-time public office which takes him/her from his/her employment with the company will, upon prior written request, receive a temporary leave of absence for the term of such office or 1 year, whichever is less, and upon his/her return will be reinstated at work consistent

with his/her seniority in the classification and department in which he/she was engaged last prior to his/her leave of absence. Such leaves of absence may be renewed yearly with the approval of the company.

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*6/1*  
**27.05** Leave of absence for personal reasons for a period not to exceed 150 days may be granted to an employee when the services of the employee are not immediately required and there are employees available at the plant capable of doing his/her work; provided that the employee does not work in any occupation for his/her own gain during the leave of absence unless mutually agreed by the company and the union, Leave of absence may be granted under the foregoing conditions for a period exceeding 150 days but not to exceed 180 days if required for the purpose of travelling to a foreign country. Any violation of this provision may result in the employee losing his/her seniority, provided that proof of the violation is furnished by the union to the company within 15 days after date of reinstatement.

**27.06** The applicant for leave of absence shall be notified in writing of the disposition of his/her application as promptly as is reasonably possible after the application is submitted and a record thereof shall be kept in the employee relations office concerned. The record of approved leaves of absence may be inspected by the president of local 200 or any plant chairperson at Windsor, the president of local 707 or any plant chairperson at Oakville, the president of local 1520 or the plant chairperson at St. Thomas, or by the chairperson of the local negotiating committee at Bramalea and Niagara.

**27.07** Seniority shall accumulate during the period of leave of absence.

## ARTICLE 28

### BENEFIT PLANS REPRESENTATIVES

**28.01** (a) Each plant having 600 or more employees may have one full-time benefit plans representative who shall be appointed by the president of the national union.

(b) The president of the national union shall advise the central labour relations staff of the company in writing of the names of the appointed benefit plans representatives and the plant to which each is assigned. No representative shall function as such until the company has been so advised.

(c) The functions of the benefit plans representative are limited to matters pertaining to the Retirement Pension Plan, Insurance Program, The Supplemental Unemployment Benefit Plan, The Separation Payment Plan, and The Automatic Short Week Benefit Plan. The benefit plans representative will:

#### **Retirement Pension Plan**

(i) Discuss and assist in the resolution of employee, retiree and surviving spouse problems relating to creditable service, benefit eligibility, benefit amount, determination delays and payment delays.

(ii) Meet with local company personnel benefits representative or other designated local management representative as required.

#### **Insurance Program**

(i) Confer with employees, spouses, retirees, beneficiaries or insurance carriers regarding coverage eligibility, a denied claim, benefit amounts, and benefit payment delays.

(ii) Meet with local company personnel benefits representative or other designated local management representative as required.

**The Supplemental Unemployment Benefit Plan,  
The Separation Payment Plan, and The Automatic  
Short Week Benefit Plan**

(i) Confer with employees regarding eligibility for benefits under The Supplemental Unemployment Benefit Plan, The Separation Payment Plan, and The Automatic Short Week Benefit Plan, a denied or suspended benefit or questions concerning appeal procedures under these Plans.

(ii) Meet with designated local management representative as required.

(iii) Discuss with company designated representative those instances in which the company determines benefit payments are not payable.

(iv) Participate in local supplemental unemployment benefit plan committee hearings as required.

(d) The company recognizes the privilege of a benefit plans representative to leave the plant in the course of the performance of his/her functions as such, but he/she shall notify the designated company representative, if he/she is available, when leaving and returning to the plant during working hours.

A benefit plans representative shall register the time when he/she enters the plant and the time when he/she leaves the plant with at least 8 hours between such times, or get an approval of failure to register such times from the designated company representative. In the absence of evidence that a benefit plans representative is abusing this privilege, the approval referred to above shall be given. A benefit plans representative shall report to an employee's supervisor, provided the supervisor is in the department, before contacting such employee in pursuance of his/her duties.

(e) (i) It is understood that a benefit plans representative shall be entitled to be on company time only for the same number of hours as the employees on

the shift to which he/she is assigned are normally scheduled to work.

(ii) Except at St. Thomas, a benefit plans representative shall be entitled to be at work whenever 250 or more employees are required to work overtime on the shift to which he/she is assigned.

(iii) At St. Thomas, for the purpose of coming in on overtime or during periods of temporary layoff, a benefit plans representative will be considered as a committeeperson, and his/her entitlement to be on company time during such periods will be determined in accordance with the provisions of section 10.58 (b) or section 10.58 (c) as the case may be. He/she will also be considered as a committeeperson for the purpose of being continued at work in accordance with the provisions of section 15.78.

(f) When a benefit plans representative ceases to hold that position, he/she shall be returned, consistent with his/her seniority, to the classification in the department in which he/she was employed at the time of his/her appointment as a benefit plans representative.

## **ARTICLE 29**

### **INSURANCE**

**29.01** For the duration of this agreement, the Insurance Program shall be that set out in appendix 'R' and is hereinafter referred to as the "Program". It consists of two parts, each made a part of this agreement, one known as "Group Life and Disability Insurance" and one known as "Hospital-Surgical-Medical-Drug-Dental-Vision Expense Coverages" or "H-S-M-D-D-V Program".

**29.02** The company will pay the contributions due from it for the Program in respect to insurance premiums and subscription rates in accordance with the terms of the Program. The company by payment of its contributions shall be relieved of any further liability with respect to the benefits of the Program. The company shall receive and retain any divisible surplus, credits or refunds or

reimbursements under whatever name arising out of the Program.

**29.03** The company shall arrange for the administration of the Program, subject to its provisions. The company shall be under no obligation by reason of the Program except in good faith to endeavour to obtain its coverages and to fulfill any other obligations specifically required in this Article 29 or in the Program.

**29.04** The umpire shall have no jurisdiction over any matter arising under this Article 29 or under the Program.

**29.05 (1)** Except as otherwise specifically provided in the Program, its H-S-M-D-D-V Program provisions shall become effective September 15, **1993**.

(2) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance provisions shall become effective on September 15, **1993**, with respect to employees then at work, and on the first day worked thereafter with respect to other employees. Group Life and Disability Insurance for employees for whom the provisions of the Program shall not have become effective shall be governed by the provisions, conditions, and limitations of the Program as constituted on the date each such employee was last actively at work.

(3) For those to whom they become applicable, the provisions of the Program shall be in lieu of the provisions of the previous programs, and benefits under the Program shall be reduced where benefits received under the previous programs would reduce benefits if they had been received under this Program.

## ARTICLE 30

### PRODUCTION STANDARDS

**30.01** Notwithstanding the rights exclusively reserved to the company under the provisions of article 3, the following special provisions shall be applicable to the operations of the company at Oakville and St. Thomas only.

**30.02** (a) When time studies are made they shall be made on the basis of fairness and equity and shall recognize the required quality of workmanship, the efficiency of operations and the reasonable working capacity of normal experienced operators, with due consideration to fatigue.

(b) When a study is to be made for the purpose of establishing a production standard the employee on such job shall be notified at the time the study is to be made. When a study is made for purposes other than establishing a production standard, the purpose of the study will be made known to a union representative if he/she requests it.

(c) (i) Work assignments on conveyor lines will be made in accordance with line speeds and available work space and the expected normal ratio of model mix. When it is necessary to adjust the normal scheduled mix on conveyor lines which results in more or less work being required, compensating adjustments in work assignment, manpower, spacing of units, line speed or any combination thereof will be made. Arrangements will be made locally to establish procedures which will provide advance knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, management will designate specific off-line operations from which manpower will be made available to compensate for such mix changes when one of the compensating adjustments requires an increase in manpower. Upon request, management will advise the union of the arrangements made.

(ii) When there is no established production standard, an employee who is following the prescribed method and using the tools provided in the proper manner



and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production.

(iii) Circumstances affecting the time of performance of a particular job that were not taken into account in establishing a production standard are known as non-standard conditions. When established non-standard conditions exist which adversely affect the operation and are brought to the attention of management, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace will not be required to obtain the expected amount of production.

(iv) No employee will be disciplined for failure to meet an established production standard unless he/she has been advised at least 4 days in advance as to what such established production standard is.

(d) Model mix shall be taken into account in establishing and/or changing production standards on car and body assembly line operations. The speed of such assembly lines will not be increased beyond the level for which they are manned for the purpose of making up for loss of production due to breakdowns or unscheduled line gaps or stops. The company will notify the union concerning the mechanical regulation of main assembly line speeds

(e) When a production standard is established and is not disputed, or is disputed and settled, the element times shall remain unchanged and not subject to dispute unless and until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design.

**30.03** (a) The following provisions shall apply at Oakville:

(i) Local 707 may appoint and upon receipt of notice of appointment the company shall recognize a special committeeperson to function as in this article provided. The special committeeperson shall be an employee having at least 12 months' seniority.

(ii) The special committeeperson shall represent employees in disputes arising under procedures provided for in this article. Other committeepersons shall have no jurisdiction. The special committeeperson shall be permitted full time for the performance of his/her duties as such.

(iii) The special committeeperson will be assigned to a regular 8-hour shift in the plant from which he/she is selected at Oakville. He/she will work the hours of that shift whenever the assembly line operations of such plant are scheduled to work such shift, and he/she will also be entitled to be at work whenever such assembly line operations of the shift to which he/she is assigned are scheduled to work overtime or extra time. In addition, the special committeeperson will be entitled to work overtime or extra time during the period when the assembly line operations of the other plant at Oakville are scheduled to work overtime or extra time on a shift designated by the company of which the starting time is closest to the starting time of the shift to which the special committeeperson is assigned. Whenever no assembly line operations are scheduled for his/her regular shift in the plant from which he/she is selected, he/she will be entitled to be at work during the period when the assembly line operations of the other plant at Oakville are scheduled to work on such designated shift. He/she will be responsible to the employee relations manager of the plant in which he/she is employed, or his/her nominee. When he/she ceases to hold office he/she will be returned, consistent with his/her seniority, to the classification in the department in which he/she was employed at the time of his/her appointment as special committeeperson.

(iv) Prior to functioning as a special committeeperson in a department, the special committeeperson at Oakville shall first report to the supervisor of that department.

(v) The company agrees to make available a filing cabinet with 3 drawers equipped with locks for the

use of the special committeeperson for the keeping of documents and records.

(vi) Whenever the special committeeperson is absent from the plant on his/her own time during periods when he/she is entitled to act as such, the company will recognize an alternate special committeeperson designated by the chairperson.

(b) The following provisions shall apply at St. Thomas:

(i) The president of local 1520 may appoint and upon receipt of notice of appointment the company shall recognize a special committeeperson to function as in this article provided. The special committeeperson shall be an employee having regular company duties to perform and having at least 12 months' seniority.

(ii) The special committeeperson shall represent employees in disputes arising under procedures provided for in this article.

(iii) The special committeeperson on reporting to his/her supervisor shall be permitted to leave his/her regular company duties for the time necessary to function as in this article provided. Prior to functioning as a special committeeperson in a department other than that in which he/she is employed, he/she shall first report to the supervisor of that department.

(iv) The company agrees to make available a filing cabinet with 3 drawers equipped with locks for the use of the special committeeperson for the keeping of documents and records.

(v) Notwithstanding his/her seniority status, the special committeeperson shall be continued at work when work is available in his/her department which he/she is able and willing to do. If the amount of work available is not sufficient to provide work for the special committeeperson and other committeepersons in his/her department, the special committeeperson shall be given preference.

(vi) Whenever the special committeeperson is absent from the plant on his/her own time during periods

when he/she is entitled to act as such, the company will recognize an alternate special committee person designated by the chairperson.

**30.04** Where a dispute arises regarding a production standard which has been changed or established, the following special grievance procedure and not the grievance procedures specified elsewhere in this agreement shall apply:

(a) The employee affected will take his/her complaint up with his/her supervisor. The supervisor will answer the complaint as promptly as possible and in any event within 2 working days.

(b) If the complaint thereafter remains in dispute, the employee may request his/her steward who will be sent for without delay. Upon reporting to the supervisor of the job involved, the steward may investigate the job. If there is still a dispute after the steward has examined the job, he/she may, if he/she so elects, request the presence of the special committee person. The supervisor and/or the company time study person will examine the job in detail with the steward and/or the special committee person at the job. The steward and/or special committee person will, upon request, be permitted to examine the available time study data relating to the disputed job. When available, the cycle time or other pertinent time study data that is relevant to the dispute will also be made available upon request. However, it is mutually recognized that it would be impractical to provide this information during periods of production acceleration. At St. Thomas, the employee's committee person will act instead of the steward at this step of the grievance procedure.

(c) The best efforts of the company and union representatives concerned shall be employed in resolving a dispute regarding a production standard at this step of the grievance procedure.

(d) If the matter is then not resolved at this point, a written grievance may be filed with the superintendent concerned, signed by the aggrieved employee or a group

of aggrieved employees and thereafter will be handled in accordance with the procedure set out in the following paragraphs.

(e) After the superintendent has considered the grievance, he/she will deliver his/her decision in writing as soon as possible, but in any event not later than the second regular working day next following the day upon which he/she receives the grievance.

(f) If the grievance is not resolved by the superintendent, it may, within 2 working days of the superintendent's written answer, be appealed by the special committeeperson to the next step, as provided below, by giving written notice to the relations supervisor.

(g) Within 3 working days of receipt of the appeal, the grievance will be considered at a special step of the grievance procedure by not more than 4 representatives of the union including the special committeeperson, plant chairperson or #3 shift chairperson at Oakville and steward concerned and not more than 4 representatives of the company, at least one of whom will be a superintendent or above. Whenever mutually agreed, more than 4 representatives of the union and of the company may participate at this step. At St. Thomas, the employee's committeeperson will act instead of the steward at this step of the grievance procedure.

(h) After the grievance is appealed to the step described in the preceding paragraph and prior to the meeting on the grievance at that step, one of the 4 representatives of the union who will participate at this step in the grievance procedure may make a further investigation of the grievance. At the same time, a national representative from the national union will be permitted to observe and study the job or jobs which are the subject of the grievance concerned. If the union so requests, the national representative from the national union shall be allowed to attend the meeting described in section 30.04 (g) above, as one of the 4, and act as an advisor to the local representatives.

(i) Within 2 working days of the meeting described at this step in the procedure, the company will give a written answer. If the grievance is not settled at this step, the plant chairperson concerned may, within 2 working days, appeal the grievance by giving written notice to the employee relations manager.

(j) The employee relations manager will forward a written reply within 5 working days following the receipt of the written appeal of the chairperson of the plant concerned. If the matter is still unresolved by the employee relations manager's reply, the president of the local concerned may, within 5 working days after the written decision of the employee relations manager, file a written request for arbitration of the dispute.

(k) Any of the time limits specified above may be extended by mutual agreement in writing. Any case not appealed from one step of this procedure to the next within the time limit specified will be considered closed on the basis of the last decision given.

**30.05** (a) When a grievance arising under this article is referred to arbitration, the same shall be considered in the manner and subject to the conditions and provisions set out in this article and the decision of the work standards arbitrator shall be final and binding upon the parties and upon all employees.

(b) The parties shall select a qualified industrial engineer to be the work standards arbitrator and failing agreement by the parties, the Minister of Labour for Ontario shall be requested to appoint a qualified industrial engineer to be the work standards arbitrator. The parties have agreed on rules of procedure to govern appeals to the work standards arbitrator. The rules are set out in appendix 'S' to this agreement.

(c) The work standards arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement.

(d) No cost of any arbitration shall be awarded to or against either party. The union and the company shall

each be responsible for one-half of the expenses of and the fee payable to the work standards arbitrator, and the union and the company agree that, notwithstanding the provisions of the Ontario Arbitration Act, the expenses of and the fee payable to the arbitrator shall be such as he/she may reasonably require.

(e) In considering a grievance arising under, and appealed in accordance with this procedure, the arbitrator will not change any standard, but will be empowered to rule upon the procedure and correctness of all the facts of the case. If either party so requests, and the arbitrator elects, he/she will be allowed to enter the plant in which the dispute arose for the purpose of observing the job or jobs which are the subject of the grievance concerned. At his/her discretion, the arbitrator may also take a time study of the operation, using a normal experienced operator on the job. If the parties cannot agree on the normal experienced operator to be studied, the arbitrator shall select him/her.

(f) The arbitrator's decision in a case shall be rendered within 15 days from the date he/she hears the grievance appealed to him/her under this production standards special grievance procedure.

(g) After receipt of the decision of the arbitrator the company will take any necessary corrective steps promptly.

## **ARTICLE 31**

### **NOTICES PURSUANT TO AGREEMENT**

**31.01** Notices required to be given under the provisions of this agreement shall be in writing and shall be sufficient if sent by registered mail addressed to the appropriate recipient or if delivered to the appropriate recipient personally. The addresses of the recipients are as follows:

THE NATIONAL UNION

National President,  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court,  
Willowdale, Ontario  
M2H 3H9

THE CHAIRPERSON,  
FORD OF CANADA PROVINCIAL  
MASTER NEGOTIATING COMMITTEE,

c/o Regional Office,  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court,  
Willowdale, Ontario,  
M2H 3H9

LOCAL 200

The President,  
Local 200,  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
Windsor, Ontario

LOCAL 584

The President,  
Local 584,  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
Bramalea, Ontario



LOCAL 707

The President,  
Local 707,  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
Toronto, Ontario

LOCAL 1054

The President,  
Local 1054,  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
Niagara Falls, Ontario

LOCAL 1520

The President,  
Local 1520,  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
St. Thomas, Ontario

THE COMPANY

Vice President – Employee Relations,  
Ford Motor Company of Canada, Limited,  
The Canadian Road,  
Oakville, Ontario

EMPLOYEE RELATIONS MANAGER:  
IN RESPECT OF WINDSOR

EMPLOYEES:

Employee Relations Manager,  
Ford Motor Company of Canada, Limited,  
Windsor, Ontario



IN RESPECT OF OAKVILLE

EMPLOYEES:

Employee Relations Manager,  
Ford Motor Company of Canada, Limited,  
Oakville, Ontario

IN RESPECT OF BRAMALEA

EMPLOYEES:

Employee Relations Manager,  
Ford Motor Company of Canada, Limited,  
Bramalea, Ontario

IN RESPECT OF NIAGARA

EMPLOYEES:

Employee Relations Manager,  
Ford Motor Company of Canada, Limited,  
Niagara Falls, Ontario

IN RESPECT OF ST. THOMAS

EMPLOYEES:

Employee Relations Manager,  
Ford Motor Company of Canada, Limited,  
St. Thomas, Ontario

**31.02** Notices intended for the president of local 200, local 584, local 707, local 1054 or local 1520 shall be sufficient if addressed and mailed or addressed and delivered personally to the president or the vice-president of the appropriate local or to the nominee of the president of the local.

**ARTICLE 32**

**TERMINATION**

**32.01** (a) This agreement shall become effective as of the 18th day of October, 1993 and shall remain in effect until the 14th day of September, 1996 or until terminated as provided below, whichever occurs later.

(b) If either party desires to bargain with a view to the renewal, with or without modifications, of this agreement or to the making of a new agreement, such

party shall, at least sixty (60) days prior to the 14th day of September, **1996**, give written notice to the other party of such desire. Such notice shall, as far as possible, list the subject matter of the proposed changes or modifications but the parties shall have the right to alter the said list before and during bargaining. Within 10 days after receipt of such notice the other party shall arrange a conference to bargain on the proposed modifications or changes.

(c) Should no agreement be reached in such bargaining prior to the 14th day of September, **1996**, the parties agree to continue this agreement in operation while such bargaining continues, but in no event in excess of a period of one year therefrom. Bargaining shall be deemed to be continuing until:

(i) either party has notified the other in writing that it considers bargaining to be at an end, and

(ii) the happening of one of the following:

1. 7 days have elapsed after a conciliation board has reported to the Minister of Labour, or

2. 14 days have elapsed after the Minister of Labour has released to the parties a notice that he/she does not deem it advisable to appoint a conciliation board, whereupon the agreement shall terminate as of the date of the happening of whichever of (i) or (ii) shall last occur.

### **ARTICLE 33**

#### **RATIFICATION OF AGREEMENT BY LOCALS**

**33.01** The union warrants that in accordance with the constitution of the union the terms of this agreement have been approved by the members of each of local 200, local 584, local 707, local 1054 and local 1520 and that the members of each of the said locals have duly authorized the execution of this agreement by the union.

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## ARTICLE 34 HEALTH AND SAFETY

**34.01** The company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The company shall provide protective devices, including gloves, wristlets, pads, mitts or other special kinds of wearing apparel which it requires employees to wear as a safety measure, and any other equipment necessary to protect the employees from injury and sickness.

**34.02 (a)** Each plant may have one full-time health and safety representative who shall be appointed by the President of the national union. The appointment and recognition of each health and safety representative shall be conditional upon his/her being an employee having at least 12 months' seniority.

**(b)** The president of the national union shall advise the central labour relations staff of the company in writing of the names of the appointed health and safety representatives and the plant to which each is assigned. No representative shall function as such until the company has been so advised.

**34.02 (c)** The primary function of each health and safety representative is: **the participation in, and support of the health and safety committee's efforts to protect the health and safety of the employees;** to handle health and safety complaints in accordance with the procedure set out in section 34.03. In addition, the health and safety representative will:

**(i)** accompany governmental inspectors and national union representatives on plant inspection tours; also accompany persons appointed by the company who have professional training in industrial hygiene or safety on regular plant surveys and upon request receive results of such surveys; advance arrangements should be made to permit participation in such surveys;

(ii) receive from the appropriate management representative **current statistical data on industrial injuries and illnesses;**

(iii) accompany a local company safety representative to measure noise, air contaminants or air flow when and where conditions in the plant indicate such measurement is necessary; be advised that a camera to take photographs of matters which relate to health and safety in the plant will be provided to the local company safety representative – such photographs shall be for the confidential use of the local Health and Safety Committee only and shall not be reproduced, published or distributed in any way; once each week make inspections with the local company safety representative and make necessary and desirable recommendations regarding the plant working environment; prior to such inspections, be advised by the local company safety representative of possible problem areas based on an analysis of current ; **statistical data on industrial injuries and illnesses. In those plants in which a video camera is available, the local health and safety committee will be permitted its use as an aid in conducting joint investigations and inspections where special circumstances dictate the need, such as where a video camera is needed to photograph health and safety items that are being referred to the health and safety committee.**

**Upon request, the union member of the local health and safety committee will be provided with a copy of video tape which relates to health and safety matters in the plant. Such video tapes shall remain the property of the company and shall be for the internal use of the local and master committees only and shall not be reproduced, published or distributed.**

(iv) be informed of work-related lost-time accidents and other major accidents which occur in the workplace, review the results of plant safety engineer investigations of such accidents and make necessary and desirable recommendations;

(v) receive prompt notification of any employee critical injuries or fatalities resulting from work-related injuries and industrial related illness and diseases which have been reported to the Workers' Compensation Board.

(vi) participate in formal employee job-related safety training or instruction programs, and review and make recommendations to company representatives concerning appropriate content of such programs;

(vii) be advised in writing of breathing-zone air sample results and known harmful physical agents or chemicals to which employees in the plant are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in **the Regulation respecting Control of Exposure to Biological or Chemical Agents – made under the Occupational Health and Safety Act**, the health and safety representative shall be informed in writing of such exposure and the corrective action to be taken.

(d) The company will provide annually the training or instruction it deems necessary to qualify the health and safety representatives to perform their functions satisfactorily. In addition to initial instruction, health and safety representatives will receive **specialized** training appropriate to the operations in their respective plants. The national union will be provided the opportunity to review and participate in such training or instruction programs and make necessary and desirable recommendations.

(e) The company recognizes the privilege of a health and safety representative to leave the plant in the course of the performance of his/her functions as such, but he/she shall notify the designated company representative, if he/she is available, when leaving and returning to the plant during working hours. A health and safety representative shall register the time when he/she enters the plant and the time when he/she leaves the plant with at least 8 hours between such times, or get an approval of failure to register such times from the designated company representative. In

the absence of evidence that a health and safety representative is abusing this privilege, the approval referred to above shall be given. A health and safety representative shall report to an employee's supervisor, provided the supervisor is in the department, before contacting such employee in pursuance of his/her duties.

(f) (i) It is understood that a health and safety representative shall be entitled to be on company time only for the same number of hours as the employees on the shift to which he/she is assigned are normally scheduled to work.

(ii) A health and safety representative shall be entitled to be at work **for overtime, during plant lay-offs, model change or a plant rearrangement** whenever **75** or more employees are required to work **including contractors and vendors who are working** on the shift to which **the health and safety representative** is assigned.

(g) A health and safety representative may attend meetings between the appropriate local negotiating committee and the company during any period when grievances relating to health and safety are being discussed.

(h) When a health and safety representative ceases to hold that position, he/she shall be returned, consistent with his/her seniority, to the classification in the department in which he/she was employed at the time of his/her appointment as a health and safety representative.

**34.03** In those plants where a health and safety representative has been appointed in accordance with section 34.02, the following shall apply:

(i) An employee believing he/she has cause for complaint that the company has not made reasonable provision for his/her health or safety may, at his/her option, discuss the matter directly with his/her supervisor or may take it up with his/her steward or committeeperson, who shall discuss the complaint with the employee's supervisor. Every reasonable effort shall be made to settle complaints promptly at this point through discussion.

(ii) If the complaint is not resolved, the **committeeperson or steward** shall complete a "Health and

Safety Complaint Form”, which will include a statement of all the facts relied on, and submit the form in triplicate to the health and safety representative who will investigate the complaint. If the complaint is deemed to be valid, the health and safety representative will meet with the appropriate member of supervision to resolve the complaint.

(iii) In the event the complaint remains unsettled, the health and safety representative shall meet with the designated company safety representative to discuss the matter. The health and safety representative will present the “Health and Safety Complaint Form” in duplicate to the company safety representative who will sign and date the form upon receipt.

(iv) The company safety representative shall within 3 regular working days after receipt of the form (unless an extension is mutually agreed upon) provide a written disposition setting forth all the facts relied upon, and return 1 copy to the health and safety representative.

(v) If the written disposition is not satisfactory, the health and safety representative may, within 3 regular working days from the date of the written disposition, or the expiration of any stated time period required to make necessary adjustments to resolve the complaint, lodge a grievance in writing with the employee relations manager concerned. Thereupon the grievance shall be handled as an appeal to the employee relations manager at step three of the general grievance procedure.

(vi) General complaints affecting the employees in the plant as a whole may be initiated by the health and safety representative directly with the company safety representative by submitting a completed “Health and Safety Complaint Form”.

**34.04** If an employee is injured on the job he/she will be paid for the balance of the first shift on which he/she has been sent home or to an outside hospital or outside doctor by a medical officer of the company because of such injury irrespective of when the injury occurred.



## ARTICLE 35

### SUPPLEMENTAL AGREEMENTS

**35.01 (a)** Simultaneously with the execution of this agreement, the company and each appropriate local have entered into the supplemental agreements described below:

- (i) Supplemental agreement – Windsor
- (ii) Supplemental agreement – Oakville
- (iii) Supplemental agreement – Bramalea
- (iv) Supplemental agreement – Niagara
- (v) Supplemental agreement – St. Thomas

These supplemental agreements are attached hereto as Exhibit A (Windsor), Exhibit B (Oakville), Exhibit C (Bramalea), Exhibit D (Niagara), Exhibit E (St. Thomas), respectively, and made parts of this agreement as if set out in full herein, subject to all the provisions of this agreement, except that, in these supplemental agreements, the definition of “employee” shall be as respectively set out therein.

**(b)** Supplemental agreements shall include only those matters which are specifically identified in this agreement as being proper subjects for inclusion in a supplemental agreement.

**(c)** Any supplemental agreement with an appropriate local shall be subject to the written approval of the national union and the central labour relations staff-of the company.

**(d)** In the event of any conflict between the provisions of this agreement and the provisions of any supplemental agreement between the company and an appropriate local, the provisions of this agreement shall prevail.

**35.02 (a)** Simultaneously with the execution of this agreement, the company and the union have agreed upon additional supplemental agreements and exhibits which are made parts of this agreement as described below:



the appropriate skilled trades chairperson to the local president, local plant management will meet to establish the procedure for implementation of this provision. It is expected that the local president will prepare and submit for consideration a description of the practices over which agreement is being sought. Upon submission thereof the parties may conduct joint or independent investigations of the practices involved.

**(b)** For the purposes of this section 36.02, “apprenticeable trades” shall mean the skilled trades listed in appendix ‘G’.

**36.03** It shall not be a function of the appropriate local union or local management under this provision to change or modify assignment practices even in the case of a mixed practice. Rather, the parties shall identify practices which meet the criteria for past practice set forth in Exhibit I hereof and practices so defined and agreed upon shall serve as guides for skilled trades work assignments.

**36.04** The defined practices shall be reduced to writing and shall be subject to the approval of the national union and the central labour relations staff of the company.

**36.05** In the event the parties locally are unable to agree upon the definition of a skilled work assignment practice, the issue may be appealed by either party to the national union and the central labour relations staff of the company.

**36.06** In the event the issue has not been resolved by the parties in section 36.05 within 30 days from the date of appeal either party may submit the issue to the umpire at step three of the general grievance procedure. In such a case the umpire shall be empowered only to define the work assignment practice at issue at the location involved based upon the criteria discussed above and this determination shall be final and binding upon the parties.

**36.07** It is recognized that it is in the mutual interest of both parties to maintain efficiency in the utilization of the skilled work force. Consequently, such guidelines shall not require the adoption of classifications not presently utilized at the plant; will not result in increased idle time,

make-work assignments, added manpower, change present ground rules governing claims for back pay, or affect the right of the company to determine skilled manpower needs for each trade on each shift.

**36.08** It is understood that any definition of skilled trades work assignment guidelines shall be subordinate to the provisions of this agreement.

**36.09** In the event a new apprenticeable trade is established in a plant the parties locally shall be authorized to identify mutually acceptable guidelines for skilled work assignments pertaining to that trade subject to the approval of the national union and the central labour relations staff of the company.

### ARTICLE 37

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#### EMPLOYEE ASSISTANCE/SUBSTANCE ABUSE REPRESENTATIVES

**37.01** (a) Local 200, Local 707 and Local 1520 may each have one full-time Employee Assistance/Substance Abuse representative who shall be appointed by the president of the national union.

(b) The president of the national union shall advise the central labour relations staff of the company in writing of the names of the appointed representatives and the plant to which each is assigned. No representative shall function as such until the company has been so advised.

(c) The functions of the Employee Assistance/Substance Abuse representative are limited to matters related to the Employee Assistance and Substance Abuse Recovery Plan. The Employee Assistance/Substance Abuse representative will:

(i) assist in the identification, education, referral and follow-up of employees with problems which impair job performance relating to alcohol and drug dependency or emotional disorders while assuring requisite confidentiality standards are observed;

(ii) act as liaison with appropriate members of line supervision, labour relations, plant medical, other union representatives, diagnosis and referral agencies, and with providers of treatment and medical care;

(iii) assist in evaluating the effectiveness of various programs, plans and services;

(iv) participate in formal employee assistance training or instruction programs, and review and make recommendations to company representatives concerning program content;

(v) assist in coordinating and implementing various local program applications and related services available under the Employee Assistance and Substance Abuse R

**(d)** The company recognizes the privilege of an Employee Assistance/Sub stance Abuse representative to leave the plant in the course of the performance of his/her functions as such, but he/she shall notify the designated company representative, if he/she is available, when leaving and returning to the plant during working hours.

An Employee Assistance/Substance Abuse representative shall register the time when he/she enters the plant and the time when he/she leaves the plant with at least 8 hours between such times, or get an approval of the failure to register such times from the designated company representative. In the absence of evidence that an Employee Assistance/Substance Abuse representative is abusing this privilege, the approval referred to above shall be given. An Employee Assistance/Sub stance Abuse representative shall report to an employee's supervisor, provided the supervisor is in the department, before contacting such employee in pursuance of his/her duties.

**(e)** (i) It is understood that an Employee Assistance/Substance Abuse representative shall be entitled to be on company time only for the same number of hours as the employees on the shift to which he/she is assigned are normally scheduled to work.

(ii) Except at St. Thomas, an Employee Assistance/Substance Abuse representative shall be entitled

to be at work whenever 250 or more employees are required to work overtime on the shift to which he/she is assigned.

(iii) At St. Thomas, for the purpose of coming in on overtime or during periods of temporary layoff, an Employee Assistance/Substance Abuse representative will be considered as a committeeperson, and his/her entitlement to be on company time during such periods will be determined in accordance with the provisions of section 10.58(b) or section 10.58(c) as the case may be, He/she will also be considered as a committeeperson for the purpose of being continued at work in accordance with the provisions of section 15.78.

(f) When an Employee Assistance/Substance Abuse representative ceases to hold that position, he/she shall be returned, consistent with his/her seniority, to the classification in the department in which he/she was employed at the time of his/her appointment as an Employee Assistance/Substance Abuse representative.

IN WITNESS WHEREOF the said parties have hereunto signed

FORD MOTOR COMPANY OF CANADA, Limited

By

D. J. MCKENZIE  
A. D. MacLEAN  
B. H. WAECHTER  
M. J. SOUTHON  
J. STECHLY  
R. F. SUTER  
J. S. KING  
K. R. WILSON  
N. J. STEWART  
J. F. SCARLETT  
R. E. BENDER  
R. E. POYNTER  
J. M. FAISTENHAMMER  
D. J. PIPER

P. M. McKROW  
R. M. SZOSTAK  
B. H. McDOUGALL  
P. L. McBAIN  
T. A. STAWIKOWSKI  
D. A. McLACHLAN  
J. GUICHELAAR  
E. G. LLOYD  
M. CHUTE

NATIONAL AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT WORKERS  
UNION OF CANADA (CAW-CANADA)

By

B. E. HARGROVE  
JIM O'NEIL  
ROBERT CHERNECKI  
T. SQUIRE  
B. A. FEIL

For LOCAL 200

FRANK McANALLY  
T. MURPHY  
S. McLEOD  
J. GIBBONS

For LOCAL 584

FRANK MAREK

For LOCAL 707

B. VAN GAAL  
A. PAQUETTE  
MAHMOOD KHAN  
C. HESLOP

For LOCAL 1054

J. SACCO

For LOCAL 1520

R. SUCH  
R. WITHERSPOON  
A. McKINNON

#### **APPENDIX A**

Allocation to Jurisdictions of Stewards – Local 200  
(As published from time to time)

#### **APPENDIX B**

Allocation to Zones of Committeepersons – Local 200  
(As published from time to time)

#### **APPENDIX C**

Allocation to Jurisdictions of Stewards – Local 707  
(As published from time to time)

#### **APPENDIX D**

Allocation to Zones of Committeepersons – Local 707  
(As published from time to time)

#### **APPENDIX E**

### **RULES OF PROCEDURE GOVERNING APPEALS TO THE UMPIRE**

- 1.** It is the intention that appeals shall normally be heard in the order of date of appeal at the last step of the grievance procedure. However, where the appropriate local and the company are agreed that a particular appeal should be expedited and heard ahead of its turn, or that a particular appeal should be deferred, then the particular appeal shall be heard out of turn accordingly.
- 2.** From time to time the parties to this agreement shall request the umpire to reserve sufficient days to hear appeals to be allocated to him/her.
- 3.** Each list of appeals to be heard by the umpire shall comprise appeals arising within the same bargaining unit. The appropriate local and the company shall from time to time settle each list of appeals to be allocated to and heard by the umpire.



4. Appeals on each list of appeals allocated to the umpire shall be heard by him/her on the next reserved day or days not less than 30 days following the date of allocation of such list. When mutually agreed between the appropriate local and the company, a particular appeal may be heard by the umpire on an earlier day.

#### **APPENDIX F (WINDSOR)**

Each trade comprises the classifications listed thereunder:

Automobile Mechanic Trade:

- Automobile mechanic – leader
- Automobile mechanic -journeyman/woman
- Apprentice

Blacksmith Trade:

- Blacksmith -journeyman/woman

Bricklayer Trade:

- Bricklayer-journeyman/woman

Carpenter Trade:

- Carpenter – leader
- Carpenter -journeyman/woman

Cement Finisher Trade:

- Cement finisher-journeyman/woman

Communications Trade:

- Dictograph system serviceperson
- Technician – communications system

Electrical Trade:

- Electrician – leader
- Electrician -journeyman/woman
- Pyrometer and instrument installation and repair – leader
- Pyrometer and instrument installation and repair – Apprentice

Hoisting Engineer Trade:

- Hoisting engineer – leader
- Hoisting engineer

**Appendix F - continued**

**Job Moulder Trade:**

Job moulder – leader  
Job moulder-journeyman/woman  
Apprentice

**Painter and Glazier Trade:**

Painter and glazier – leader  
Painter and glazier-journeyman/woman

**Millwright Trade:**

Millwright – leader  
Millwright -journeyman/woman  
Powerhouse master mechanic – millwright  
Apprentice

**Pipe Coverer Trade:**

Pipe coverer

**Powerhouse Boilermaker Trade:**

Powerhouse boilermaker – leader  
Powerhouse boilermaker -journeyman/woman  
Powerhouse master mechanic – boilermaker

**Sheet Metal Trade:**

Sheet metal – leader  
Sheet metal -journeyman/woman  
Apprentice

**Stationary Engineer Trade:**

Compression equipment engineer  
Powerhouse operator – special relief  
Powerhouse operator  
Stationary engineer

**Steamfitter and Plumber Trade:**

Steamfitter and plumber – leader  
Steamfitter and plumber -journeyman/woman  
Powerhouse master mechanic – steamfitter  
Apprentice

**Tool and Die Trade:**

Tool and die – leader  
Tool inspector  
Tool and diemaker – journeyman/woman  
Metal patternmaker – leader  
Metal patternmaker-journeyman/woman

Appendix F - continued

Tool machine operator  
Machine repair – leader  
Machine repair-journeyman/woman  
Apprentice  
Tool and Die Heat Treat Trade:  
Tool and die heat treat-journeyman/woman  
Welder – Maintenance Trade:  
Welder – maintenance – high pressure combination  
Welder – combination – maintenance  
Welder – maintenance -journeyman/woman  
Apprentice  
Wood Patternmaker Trade:  
Wood patternmaker – leader  
Wood patternmaker-journeyman/woman  
Apprentice

**APPENDIX G**

**APPRENTICEABLE TRADES**

Automobile Mechanic Trade  
Blacksmith Trade  
Carpenter Trade  
Electrical Trade  
Job Moulder Trade  
Millwright Trade  
Painter and Glazier Trade  
Powerhouse Boilermaker Trade  
Steamfitter and Plumber Trade  
Sheet Metal Trade  
Stationary Engineer Trade  
Tool and Die Heat Treat Trade  
Tool and Die Trade  
Welder – Maintenance Trade  
Wood Patternmaker Trade

## APPENDIX H (OAKVILLE)

Each trade comprises the classifications listed thereunder:

Automobile Mechanic Trade:

- Automobile mechanic – leader
- Automobile mechanic -journeyman/woman
- Industrial Lift Truck and Tow Tractor Repairperson
- Industrial Lift Truck and Tow Tractor Repairperson – leader

Blacksmith Trade:

- Blacksmith -journeyman/woman

Carpenter Trade:

- Carpenter – leader
- Carpenter-journeyman/woman

Electrical Trade:

- Electrical welder repair technician – leader
- Electrical welder repair technician
- Electrical technician
- Electrician – leader
- Electrician -journeyman/woman
- Apprentice

Hoisting Engineer Trade:

- Hoisting engineer

Millwright Trade:

- Millwright – leader
- Millwright-journeyman/woman
- Apprentice

Painter and Glazier Trade:

- Painter and glazier – leader
- Painter and glazier -journeyman/woman
- Sign painter

Sheet Metal Trade:

- Sheet metal -journeyman/woman

Steamfitter and Plumber Trade:

- Steamfitter and plumber – leader
- Heating and ventilating technician
- Steamfitter and plumber -journeyman/woman

**Appendix H - continued**

**Tool and Die Trade:**

- Tool and diemaker – leader
- Tool and diemaker – journeyman/woman
- Tool inspector
- Toolmaker plate layout inspector
- Machine repair-journeyman/woman

**Welder Maintenance Trade:**

- Welder – maintenance – combination

**APPENDIX I**

**CONTINUOUS 7-DAY OPERATIONS**

Continuous 7-day operations comprise the operations performed by:

**Powerhouse operators**

- Powerhouse operators – special relief
- Stationary engineers

**APPENDIX J**

**APPRENTICESHIP PLAN**

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The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the company and the union. The standards and their application will be under the supervision of the Local Joint Apprenticeship Committee representing the union and the company at the location concerned:

**1.** In these standards:

(a) “Registration Agency” shall mean the Ontario Ministry of Skills Development Apprenticeship Branch.

(b) “Apprenticeship Agreement” shall mean a written agreement or contract between the company and the person employed as an apprentice, and if he/she is a minor, his/her parents or guardian, which agreement or contract shall be approved by the secretary of a local Joint Apprenticeship Committee and registered with the registration agency.

(c) "Apprentice" shall mean a person who is engaged in learning or assisting in the trade to which he/she has been assigned under these standards and who is covered by a written agreement or contract with the company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the registration agency.

(d) "Committee" shall mean a Local Joint Apprenticeship Committee organized under these standards.

(e) "Supervisor", or his/her designated representative at each plant, shall mean the person employed by the company assigned the responsibility of performing the duties outlined in these standards of apprenticeship.

(f) "Standards of Apprenticeship" shall mean this entire Apprenticeship Plan, including these definitions.

2. The apprenticeship programme will provide for training in the skilled trades which are designated from time to time by the Committee concerned as being appropriate for inclusion in the apprenticeship programme at that location.

3. This apprenticeship programme will be known as the Ford of Canada – C.A.W. Apprenticeship Plan.

4. There are hereby established Local Joint Apprenticeship Committees as above defined. Each of these committees shall consist of four members, two of whom will be appointed by and represent the company and two of whom will be appointed by and represent the appropriate local. From among these members, the chairperson will be appointed by the company and the secretary will be appointed by the appropriate local. The committee will meet at least once a month or on call of the chairperson or secretary.

It is understood between the parties that elected union representatives and members of the labour relations department of the company are not eligible to be members of the committee.

Each of the two union members of a committee shall, upon properly reporting to his/her supervisor when it becomes necessary to leave his/her job, be accorded the

privilege of leaving his/her work to promptly perform specific duly authorized duties, hereinafter listed, of the committee without loss of time, on the understanding that this privilege will not be abused and that each will continue to work at assigned jobs at all times not required for the performance of such duties. Each committee member will report to an employee's supervisor before contacting such employee in the performance of his/her duties.

**5.** It shall be the duty of each committee:

(a) To provide that each prospective apprentice be interviewed and impressed with the responsibilities he/she is about to accept and the benefits he/she will be entitled to receive. The committee may designate interviewers other than committee members.

(b) To interview and evaluate applicants for apprenticeship.

(c) To accept or reject applicants for apprenticeship after preliminary examination by the company, and to maintain a list of eligible applicants. The committee shall establish minimum scores for each trade which shall be required of applicants in order for their names to be placed on the eligibility list.

(d) To place apprentices under agreement or contract.

(e) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.

(f) To offer constructive suggestions for the improvement of the Apprenticeship Plan.

(g) To formulate schedules of work experience for all future apprenticeable trades.

(h) To hear and decide on all questions involving the apprentices under these standards which relate to their apprenticeship.

(i) To certify the names of graduate apprentices to the registration agency and recommend that a certificate of completion of apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship as

established herein. No certificates will be issued by the registration agency unless approved by the committee.

(j) In general, to be responsible for the successful operation of the Apprenticeship Plan in the company's plant or plants concerned and the successful completion of the apprenticeship by the apprentices under these standards.

**6.** (a) An apprentice will be trained in accordance with the in-plant schedule of shop training and in addition each apprentice will be required during the period of his/her apprenticeship to successfully complete a programme of 576 hours of related training. This related training will be given after the normal working day, off company premises. An apprentice will receive a training incentive for each course of related training successfully completed after the effective date of the master agreement consisting of the product of the number of class hours on each course and the straight-time regular hourly rate they are receiving at the course completion date (exclusive of cost-of-living allowance and shift premium). The total number of class hours compensated will not exceed 576. These payments are subject to the condition that they are excluded from consideration in computing any premium payment.

(b) Employees who are given credit for previous experience, upon entering the Apprenticeship Plan, will be paid the wage rate to which such credit entitles them, and thereafter will be eligible for training incentive payments as provided in the preceding paragraph, and for apprentices entering training on or after November 14, 1976, a training incentive credit for the class hours of related training successfully completed while on an eligibility list for apprenticeship training provided: (1) the apprentices were employed by the company while taking the course(s), and (2) the course(s) is accepted and credited toward the required related training for the apprenticeship in which the apprentices are indentured. The training incentive credit for these eligible course hours will be banked at the time they have been approved for credit toward their related training requirement. The apprentices may elect to:



(i) receive training incentive payments for the banked hours in accordance with the schedule of shop hour periods and the number of related training class hours outlined in paragraph 6(c) at the completion of each 1000 shop hour period until the banked hours have been expended, or

(ii) receive training incentive payments for additional courses in related or elective subjects, with the number of classroom hours of such courses offset against the banked hours until they are expended.

The training incentive payment shall be based on the product of the number of related classroom hours and the straight-time shop hourly rate (exclusive of cost-of-living allowance and shift premium) the apprentices are receiving at the time payment is being made. The total number of class hours compensated under this paragraph (b) and paragraph (a) above shall not increase the total number of compensated class hours above 576 during the apprentices' period of training.

(c) During the period of his/her apprenticeship each apprentice shall be required to complete at least the number of related classroom hours for each shop hour period as indicated below:

<i>Number of Shop Hour Periods</i>	<i>Number of Hours</i>
0 – 1000	72
1001 – 2000	144
2001 – 3000	234
3001 – 4000	306
4001 – 5000	378
5001 – 6000	468
6001 – 7000	540
7001 – 7424	576

(d) The schedule of related training will be drawn up by the company and will be reviewed and approved by all members of the committee concerned and, after

approval, the schedule of related training will become a part of the Apprenticeship Plan.

7. Apprentices will be under the general direction of the Supervisor and under the immediate direction of the supervisor of the department to which they are assigned. The supervisor is authorized to move apprentices from one department to another in accordance with the pre-determined schedule of shop training. The supervisor or an individual charged with this responsibility, in consultation with the committee, will prepare adequate record forms to be filled in by the supervisors under whom the apprentices received direct instruction and experience. Supervisors will make a report at the end of each rotational assignment or at least every six months to the supervisor on the work and progress of the apprentices under their supervision. These reports will be submitted to the committee for its approval or disapproval.

If the supervisor finds that an apprentice shows a lack of interest or does not have the ability to become a competent journeyman/woman, he/she will place all the facts in the case before the committee for its decisions. Under these circumstances the committee will decide whether an apprentice may be permitted to continue in probationary status, required to repeat a specified process or series of processes, or his/her training may be terminated.

The committee will have authority to act on a recommendation of the Supervisor that an apprentice be placed on probation or removed from the Apprenticeship Plan for such causes as:

- (a) Inability to learn.
- (b) Unsatisfactory work.
- (c) Lack of interest in his/her work or education.

8. Apprentices will be paid a percentage of the journeyman/woman's rate in the trade in which they are indentured according to the following Apprentice Shop Hour Rate Formula effective **October 18, 1993**.

***Apprentice Shop Hour Rate Formula***

<b><i>Shop Hour Periods</i></b>	<b><i>Shop Hour Rates</i></b>
0 – 1000 Shop Hours	\$20.38**
1001 – 2000 Shop Hours	\$20.49**
2001 – 3000 Shop Hours	\$20.49**
+10% of (max. jymn's rate minus \$20.885**)	
3001 – 4000 Shop Hours	\$20.49**
+22% of (max. jymn's rate minus \$20.885**)	
4001 – 5000 Shop Hours	\$20.49**
+37% of (max. jymn's rate minus \$20.885**)	
5001 – 6000 Shop Hours	\$20.49**
+55% of (max. jymn's rate minus \$20.885**)	
6001 – 7000 Shop Hours	\$20.49**
+78% of (max. jymn's rate minus \$20.885**)	
7001 – 7424 Shop Hours	\$20.49**
+97% of (max. jymn's rate minus \$20.885**)	

The above Apprentice Shop Hour Rate Formula includes the General Increase granted to employees effective **October 18, 1993** and that portion of the cost-of living allowance transferred to the base hourly rate effective **October 18, 1993**.

All apprentices will receive the cost-of-living allowance adjustments that are provided under section 21.03 of the Collective Agreement dated **October 18, 1993**.

Notwithstanding the foregoing Formula covering apprentice shop hour rates, a seniority employee who is transferred to apprentice training shall be paid a first shop hour period rate equal to either his/her current regular hourly wage rate or **\$20.92\*\***, whichever is lower, provided however that in no event shall this first period rate be less than ten cents (10¢) above the rate stated for the first shop hour period in the Apprenticeship Shop Hour Rate Formula set forth above. Upon his/her completion of the first shop hour period said employee shall be paid a shop hour rate of **\$20.785\*\*** or his/her first period rate, whichever is higher, and if retained as an apprentice, shall be

paid such rate until he/she qualifies for a higher rate in accordance with the Apprentice Shop Hour Rate Formula set forth above.

\*\* These rates will be adjusted to reflect the general wage increases scheduled for September **16, 1994** and September **21, 1995** as provided in section 21.02 of the Collective Agreement.

**9.** A notice announcing openings in the apprenticeship program will be posted in the plants. Applications for apprenticeship will be received by the employee relations department of the company and after consideration and investigation by the employee relations department, the applications will be reviewed by the Committee for acceptance or rejection.

Applicants must be educated to the standards of Grade XII or to the equivalent standard for graduation from a vocational school and must show aptitude for one of the skilled trades being taught. Applicants shall satisfactorily pass the required Apprentice Selection Test Battery.

Employees of the company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with this Apprenticeship Plan for applicable experience, after their records have been checked and evaluated by the committee. Evaluated work experience must have been gained under an apprenticeship programme and not in a trade school or vocational school.

**10.** The Apprenticeship Plan will normally provide for a training period of 8,000 hours made up of 7,424 hours of shop experience and 576 hours of related training. Each applicant for apprenticeship will be required to work three months of active employment on probation before entering into an apprenticeship agreement or contract. In the event of the applicant being accepted the number of hours worked on probation will count as part of his/her apprenticeship.

**11.** (a) The number of apprentices which the company shall employ at any time shall be subject to the

limitations set forth below, which shall be applied separately to each trade at the location concerned.

(b) When there are no journeymen/women laid off in a layoff which appears to the company to be one which will exceed 30 calendar days, the number of apprentices to journeymen/women shall not exceed one apprentice for every five journeymen/women, except that:

(i) Where there is a shortage of journeymen/women available in relation to the need, such as occurs, for example, in the case of a new plant, expansion of an existing plant, certain technological changes or retirements, the parties shall mutually agree to a number of apprentices greater than 1 to 5 journey men/women, in accordance with the need. Notwithstanding the foregoing, the company may add apprentices greater than the ratio of 1 to 5 to meet the need resulting from early retirement of journeymen/women under the Retirement Pension Plan; and

(ii) Where the existing number of apprentices is greater than one for every five journeymen/women, the company shall not be required to reduce the number of apprentices immediately, but shall add no more apprentices until the ratio shall be reduced to 1 to 5, but thereafter shall not exceed such 1 to 5 ratio.

(c) Notwithstanding any of the foregoing, when a layoff which appears to the company to be one which will exceed 30 calendar days occurs in a trade where apprentices are employed, if the ratio of apprentices to journeymen/women is one to ten or greater (i.e., 1:8, 1:5, etc.), apprentices first shall be laid off until the ratio to journeymen/women is one to ten. Thereafter, apprentices shall be laid off proportionately to maintain such ratio insofar as practical, except that:

(i) A minimum of one apprentice may be retained in each trade so long as at least one journeyman/woman remains employed in that trade, and that

(ii) In the event the layoff is due to unusual circumstances, including, but not confined to: a transfer or discontinuance of an operation, major technological

developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force: the parties shall mutually agree to an acceptable layoff and recall plan. Such a layoff plan may provide for reducing the ratio below one to ten, or for laying off all apprentices in a particular trade.

(d) If the ratio of apprentices to journeymen/women at the time of the layoff is less than one to ten (i.e., 1:11, 1:15, etc.) journeymen/women and apprentices shall be laid off according to the existing ratio.

(e) Upon an increase in the work force, such ratio, one to ten, or the existing ratio which was less than one to ten between apprentices and journeymen/women having seniority, shall be maintained until all journeymen/women having seniority are recalled. Thereafter, apprentices shall be recalled before new journeymen/ women in that trade are hired.

**12.** All apprentices will be in the bargaining unit at the location concerned and subject to article 5 of the Collective Agreement.

**13.** Each apprentice will supply at his/her own expense the tools necessary for the successful completion of apprenticeship. Arrangements may be made through the company for the purchase, by the apprentice, of certain personal trade tools. These may be paid for outright, or by payroll deductions as requested by the apprentice. On or after **October 18, 1993**, each apprentice shall receive a **\$150.00** allowance for the purchase of tools, books, and supplies after being placed in apprentice training and a like amount at the end of **each 1,000** hour period.

**14.** Upon satisfactory completion of the requirements called for in the Apprenticeship Plan and on the recommendation of the committee at the location concerned, the apprentice will receive a certificate from the committee stating the trade at which he/she has worked and certifying that he/she has completed his/her apprenticeship. The registration agency will be notified when the apprentice graduates, in order that the agency's certificate can be issued.

**15.** Upon completion of his/her apprenticeship, an apprentice shall be given seniority equal to the calendar days subsequent to his/her last hiring date as an apprentice and prior to the date of completion of his/her apprenticeship.

**16.** Every effort will be made, upon satisfactory completion of apprenticeship, to place the apprentice in work in his/her trade, at the rate of pay for a journeyman/woman on the work he/she is performing. This will, however, depend upon the requirements of the company at that time and upon his/her seniority in his/her trade.

**17.** In the event an apprentice is laid off prior to the completion of his/her training in a trade as a result of a change in requirements for apprentices or because of the application of the ratio of apprentices to journeymen/women, he/she may, having due regard to his/her seniority, be employed in a classification other than one of the skilled trades classifications on work which he/she is able and willing to do. For this purpose he/she will be credited with seniority calculated as if all his/her service with the company had been in the bargaining unit at the location concerned. An apprentice who has been so laid off will, whether he/she has been subsequently employed within the bargaining unit or not, be eligible for re-entry into the Apprenticeship Plan when there is an increase in the number of apprentices in his/her trade, provided his/her previous progress had been satisfactory.

**18.** All apprentices will be registered with the registration agency and the appropriate educational institute in the locality concerned. The company will pay on behalf of apprentices covered by this Apprenticeship Plan, registration fees and or tuition required in connection with related instruction under the Apprenticeship Plan.

**19.** The schedules of shop training and related training are set out in this appendix.

**20.** This Apprenticeship Plan may be adopted for the purpose of training apprentices in accordance with the standards set out in the Apprenticeship Plan at any location where the company and the appropriate local agree to do so.

**AUTOMOBILE MECHANIC**

Schedule of Shop Training	
Power Plants – (Engines, Tune-Up, General Repair)	4 170 hours
Running Gear – (Chassis, Springs, Differential, Rear Axles)	1 120 hours
Transmission Systems and Clutches	740 hours
Control System – (Brakes, Steering)	930 hours
Miscellaneous	464 hours
Total	7 424 hours
Schedule of Related Training	
Induction Program	16 hours
Workshop Technology	200 hours
Mathematics	120 hours
Blueprint Reading and Engineering Drawing	160 hours
Applied Mechanics	40 hours
Hydraulics	40 hours
Total	576 hours

**ELECTRICAL**

Schedule of Shop Training	
Electrical Construction	2 780 hours
Electrical Maintenance	2 780 hours
Electrical Repair	934 hours
Power House – Sub Station	930 hours
Total	7 424 hours
Schedule of Related Training	
Induction Program	16 hours
Workshop Technology	80 hours
Mathematics	80 hours
Blueprint Reading and Engineering Drawing	160 hours
Applied Mechanics	40 hours
Advanced Electronics	160 hours
Hydraulics	40 hours
Total	576 hours



**JOB MOULDER**

Schedule of Shop Training	
Tool Crib	120 hours
Jobbing Floor	5200 hours
Pattern Shop	740 hours
Foundry Laboratory	410 hours
Foundry Practice	954 hours
Total	7424 hours
Schedule of Related Training	
Induction Program	16 hours
Workshop Technology	160 hours
Mathematics	120 hours
Blueprint Reading and Engineering	
Drawing	160 hours
Applied Mechanics	40 hours
Metallurgy	80 hours
Total	576 hours

**MILLWRIGHT**

Schedule of Shop Training	
General Maintenance	2500 hours
Dismantling, Moving, Erecting, Layout and Installation of machinery and equipment including electric motors (no wiring)	2500 hours
Structural Layout and Fabrication	1850 hours
Miscellaneous (may include Cable Splicing and Turbine Repair in Power House)	574 hours
Total	7424 hours
Schedule of Related Training	
Induction Program	16 hours
Workshop Technology	120 hours
Mathematics	120 hours
Blueprint Reading and Engineering	
Drawing	160 hours
Applied Mechanics	40 hours

Appendix J - continued

Hydraulics	40 hours
Heat Treat	40 hours
Characteristics of Metals	40 hours
Total	576 hours

SHEET METAL

Schedule of Shop Training	
General Sheet Metal Work	
(Forming, Layout)	2780 hours
Fabrication	2780 hours
Installation	1864 hours
Total	7424 hours
Schedule of Related Training	
Induction Program	16 hours
Workshop Technology	160 hours
Mathematics	120 hours
Blueprint Reading and Engineering	
Drawing	160 hours
Applied Mechanics	40 hours
Metallurgy	80 hours
Total	576 hours

STEAMFITTER AND PLUMBER

Schedule of Shop Training	
Pipe Fabrication, Installation and	
Construction	2800 hours
Installation and Maintenance of Piping	
on hydraulic and pneumatic systems	740 hours
Steamfitting and Pipefitting Maintenance	2960 hours
Plumbing Installation and Maintenance	464 hours
Valve Repair	460 hours
Total	7424 hours
Schedule of Related Training	
Induction Program	16 hours
Workshop Technology	160 hours
Mathematics	120 hours

Appendix J - continued

Blueprint Reading and Engineering	160 hours
Drawing	40 hours
Applied Mechanics	40 hours
Hydraulics	40 hours
Characteristics of Metals	40 hours
Total	576 hours

**TOOL AND DIE**

Schedule of Shop Training	120 hours
Tool Crib	950 hours
Lathe	440 hours
Shapers	300 hours
Drill Press	960 hours
Milling Machines	960 hours
Grinding Machines	184 hours
Jig Borers	150 hours
Heat Treat	3360 hours
Bench Work	
Optional may include:	
Keller, Hydrotel, Tool Inspection,	
Planer, Cutter Grinder, Do-All Saw,	
Vertical Shaper, Gear Shaper,	
Boring Mill	
Total	7424 hours
Schedule of Related Training	
Induction Program	16 hours
Workshop Technology	120 hours
Mathematics	120 hours
Blueprint Reading and Engineering	
Drawing	160 hours
Applied Mechanics	40 hours
Metallurgy	80 hours
Hydraulics	40 hours
Total	576 hours

**WELDER-MAINTENANCE**

Schedule of Shop Training	
Machinery and Equipment Welding and Burning	2320 hours
Construction and Fabrication Welding and Burning	2320 hours
General and Hi-Pressure Pipe Welding and Burning	1380 hours
Tool and Die Welding and Burning	1104 hours
Soldering, Brazing, Non-ferrous Welding, Spray Welding	300 hours
Total	7424 hours
Schedule of Related Training	
Induction Program	16 hours
Workshop Technology	120 hours
Mathematics	120 hours
Blueprint Reading and Engineering Drawing	160 hours
Metallurgy	80 hours
Applied Mechanics	40 hours
Heat Treat	40 hours
Total	576 hours

**APPENDIX K (NIAGARA)**

Each trade comprises the classifications listed thereunder:

Electrical Trade:

Pyrometer and Instrument Installation and Repair

Electrician -journeyman/woman

Machine Repair (Maintenance and Construction Trade:

Machine repairperson (Maintenance and construction)

Stationary Engineer Trade:

Shift engineer

**APPENDIX L**  
**MEMORANDUM OF UNDERSTANDING**  
**-VOLUNTARY OVERTIME**

**Introduction**

The parties recognize that the manufacturing operations of the company are highly and completely integrated. An interruption at one stage of the production process, whether during the regular work day, work week, or overtime or other premium hours, can, and probably will, cause costly interruptions of the process at earlier and or later stages. This Memorandum represents an accommodation between the needs of the company and the rights of individual employees to decline overtime work on occasion for a variety of individual and personal reasons.

The parties have earnestly sought during negotiations, feasible steps that the company might take in scheduling overtime work to provide employees an opportunity to accept or decline work opportunities during such periods, and have reached the following understanding which shall constitute an Appendix to the Collective Agreement between the parties.

1. **Daily Overtime.** Hours in excess of eight (8) hours worked per shift shall be voluntary, except as otherwise provided in Paragraph 3. -----

2. **Weekly Overtime.** In all plants, hours in excess of forty-eight (48) hours worked in each work week shall be voluntary. 40/7 ✓

3. **Daily Overtime – Car and Truck Assembly Plants.** Notwithstanding Paragraphs 1 and 2 above, in car and truck assembly plants, daily hours in excess of ten (10) hours worked per shift Monday through Thursday and hours in excess of eight (8) hours per shift on Friday shall be voluntary, except as otherwise provided in this Memorandum of Understanding.

4. **Overtime Schedules.** Management will discuss, upon request by the union, its overtime schedules.

**5. *Concerted Activity.*** Any right to decline overtime or Saturday or Sunday work that this Memorandum of Understanding confers on any employee may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or the influence of, any other employee or employees or the union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other employee to decline to work overtime. Violation by any employee of the terms, purpose or intent of this Paragraph shall subject him/her to discipline. However, the fact that a few employees have arranged in the course of ordinary social relationship, to attend, for example, a sporting event or wedding shall not in and of itself be considered evidence of concerted activity. If employees who are scheduled to work daily overtime in a plant or department or on Saturday or Sunday fail or refuse to work as scheduled in significantly greater numbers than the company's experience under this Memorandum can reasonably lead it to expect, such evidence should be carefully considered by the sole umpire in any decision involving the question of whether their failing or refusing to work the scheduled hours was collusive, concerted or influenced by other persons.

**6. *Legislation.*** If existing legislation with respect to overtime now applicable to plants of the company is modified by statute, this Memorandum shall be renegotiated by the parties.

**7. *Existing Agreements.*** Nothing in this Memorandum shall make ineffective any local past practice or agreement concerning voluntary overtime, and any such practice or agreement shall continue without change unless mutually agreed to the contrary.

**8. *Emergencies.*** The provisions of this Memorandum of Understanding that limit or restrict the right of the company to require employees to work daily overtime or Saturdays or Sundays shall be suspended in any plant whose operations are interrupted by emergency situations, such as

single breakdowns of four hours or more, government mandated work, power shortages, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome such emergencies.

**9. SUB.** Daily overtime hours or Saturday or Sunday work that an employee declines under the terms of this Memorandum of Understanding shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

**10. Continuous 7-day Operations.** This Memorandum of Understanding shall not apply to employees working on what are normally classified as continuous 7-day operations. The national union may bring to the attention of the company any overtime problems connected with employees on such operations.

## APPENDIX M

### RULES FOR SELECTION AND CHARGING OF EMPLOYEES FOR OVERTIME AND EXTRA TIME

Subject to the provisions governing the rights of stewards, committeepersons and chairpersons to be continued at work, employees shall be selected for overtime and extra time work as follows:

**1.** (a) The employees required shall be selected from the group of employees in the same department and on the same shift normally performing the work to be done; at Oakville and St. Thomas a utilityman shall be included with a group of employees in relation to which he/she performs a utility function. At Oakville, a leader shall be included with a group of employees employed in one of the trades listed in appendix 'H' which he/she directs as a leader. As far as reasonably possible, selection shall be made on the basis of the number of hours charged against the overtime and extra time records of each of these employees, commencing with the employee who has the least number of hours charged against his/her record.

(b) Except in the case of employees employed in the operations scheduled as continuous 7-day operations as listed in appendix 'I', if the overtime or extra time to be worked is in excess of the amount which can be handled by employees who are entitled under paragraph (a), then at Windsor, Oakville, Niagara and St. Thomas additional employees shall be selected from the same department on the same shift, and

(i) if the overtime or extra time will occur on Saturday or Sunday, then at Windsor and Niagara, if additional employees are still required, then additional employees shall be required to be selected from employees normally performing the work to be done in the same department on other shifts, and

(ii) if the employees concerned are employed in a trade listed in appendix 'F', 'H', 'K' or 'P' then additional employees shall first be selected from employees in the same trade in the same department on the same shift and if additional employees are still required, then additional employees shall be required to be selected from employees normally performing the work to be done in the same department on other shifts. In selecting employees hereunder the principle of equitable distribution of overtime and extra time shall be applied.

**(iii) if the employees concerned are employed in a trade listed in appendix 'H', available tradespersons from the same trade, on the same shift in another department in the plant will be selected. If additional employees are still required, available tradespersons from the same trade on other shifts in another department in the plant will be selected.**

(iv) if the employees concerned are employed in a trade listed in appendix 'H', available tradespersons from the same trade on the same shift in another plant at the same location will be selected, and, if additional employees are still required, then employees from the same trade on the other shifts in another plant at the same location will be selected before employees who are not employed in the trade concerned.



**2.** (a) Those employees whose turn it is to work on a particular occasion shall be selected for overtime or extra time work required. Those selected who are at work shall be notified that they are required to report for overtime or extra time work. If no employees are at work those whose turn it is to work will be notified of the work requirement as far as it is reasonably possible to do so.

(b) If the total number of employees required is not obtained by the procedure set out in paragraph 2(a) then additional employees shall be selected as provided in paragraph 1(b).

(c) If a sufficient working force is not obtained by the process of selection described in paragraphs 2(a) and 2(b), the company may offer the opportunity to work overtime or extra time to any employee and no charge shall be made to the overtime and extra time record of such employee.

**3.** (a) An annual record shall be maintained for each group of employees who are entitled to share overtime and extra time.

(b) If an employee is selected under paragraph 2(a):

(i) overtime for which time and one-half regular hourly wage rates are paid shall be charged against this record as one and one-half times the number of hours actually worked;

(ii) overtime for which double regular hourly wage rates are paid shall be charged against the overtime and extra time records as double the number of hours actually worked:

(iii) extra time (for which regular hourly wage rates are paid) shall be charged on the basis of the number of hours actually worked.

(c) If an employee selected to work overtime or extra time under paragraphs 2(a) or 2(b) fails to work the overtime or extra time for any reason, his/her overtime and extra time record shall be charged with the number of hours that would have been charged if the employee had worked. This shall apply even if the employee was not

notified that he/she was selected to work in accordance with the prescribed selection procedure due to the absence from work of the employee except for absence on vacation, when no charge shall be made.

(d) The company will post a revised overtime and extra time list as required for the information of employees but not more often than once per week.

(e) It is agreed that seniority is not a factor in the selection of employees to work overtime, but the company will nevertheless list employees having the same number of hours charged against their overtime records in order of seniority when the listing of each group of employees who normally perform similar work is revised.

4. (a) Whenever an employee becomes entitled to share overtime and extra time with a new group of employees, his/her old overtime and extra time record, if any, shall be cancelled. A record shall then be started for the employee which shall be charged with a number of hours equal to the average number of hours charged against the overtime and extra time records of employees in the new group with which he/she is entitled to share overtime and extra time.

(b) "Average number of hours" for the purpose of the preceding paragraph shall be calculated not less frequently than weekly.

5. Whenever the company makes a change in an existing grouping of employees or establishes a new grouping of employees for the purpose of maintaining the record of overtime and extra time charged to employees, the steward and committeeperson concerned shall be notified and if requested the company shall discuss such groupings with the steward and committeeperson concerned and if desired by the union the matter may be the subject of further discussions between the local negotiating committee and the employee relations manager concerned.

**APPENDIX N**  
**ASSIGNMENT AND AUTHORIZATION**  
**FOR DEDUCTION OF UNION DUES**

To my employer:

Date:

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Plant

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Address

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, Ontario

I hereby assign to Local \_\_\_\_\_ C.A.W. from any Regular Supplemental Unemployment Benefits to be paid to me, in accordance with the provisions of any Collective Agreement in force from time to time between the Ford Motor Company of Canada, Limited (hereinafter called the "company") and National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW) (hereinafter called the "national union") the monthly dues and other assessments and dues authorized by the constitution of the national union. I authorize and direct the trustee of the Ford of Canada CAW Supplemental Unemployment Benefit Plan Fund to deduct such amounts from any Regular Supplemental Unemployment Benefits payable to me during each calendar month in accordance with such arrangements as may be agreed to between the company and the national union, and to remit the same to Local \_\_\_\_\_, C.A.W.

I may revoke this assignment as of any anniversary date hereof by written notice, signed by me, of such revocation received by the company at the above address by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days before any such anniversary dates.

Signed \_\_\_\_\_

Social Insurance Number \_\_\_\_\_

Street & No. \_\_\_\_\_

City Province \_\_\_\_\_

**APPENDIX 0**  
**HARASSMENT/DISCRIMINATION**  
**INTERNAL COMPLAINT RESOLUTION**  
**PROCEDURE ("The Procedure")**

During the current negotiations, the parties discussed Human Rights issues in the workplace. The parties have committed to implementing the Procedure for the benefit of all Ford Motor Company of Canada, Limited employees. In addition, the parties agreed to outline the Procedure within the context of this Appendix.

Ford Motor Company of Canada, Limited and the National Union CAW are committed to providing a harassment and discrimination free workplace. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.

### **Workplace Harassment/Discrimination Policy and the Procedure Defined**

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment and discrimination in our workplace, either as a participant or as an observer.

This policy and procedure outlines the commitment of Ford of Canada to ensure a harassment and discrimination free workplace as required under applicable Human Rights legislation and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment and discrimination.

This policy exists to underline the seriousness of workplace harassment and discrimination and to establish that there is no acceptable level of harassment or discrimination at Ford of Canada. Employees who feel that they are being harassed or discriminated against, are encouraged to seek protection under this policy.

### **Workplace Harassment and Discrimination Defined**

Harassment and discrimination are defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. At Ford of Canada all employees are expected to treat others with courtesy and consideration and to discourage harassment and discrimination.

The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Workplace harassment includes, but is not limited to, the following examples:

- . Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- . Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons or simulation of body parts.
- . Leering (suggestive staring) or other gestures.
- . Unnecessary physical contact such as touching, patting or pinching.
- . Unwanted sexual solicitation, physical contact or advances, particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- . Backlash or retaliation for the lodging of a complaint or participation in an investigation.

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**What Harassment and Discrimination is Not**

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of Ford of Canada employees are not considered harassment or discrimination. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in Ford of Canada.

**Filing a Complaint**

If an employee believes that he/she has been harassed and/or discriminated against on the basis of any of the grounds prohibited by applicable human rights legislation, that employee should:

- tell the alleged harasser(s) to stop, if possible;
- . document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible.

If the harassed employee does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the harassed employee should:

. lodge a complaint either directly or through a person on his/her behalf with any company or union representative, including any employment equity representative.

#### Investigation

In minor cases, the company and union agree that the union may try to resolve a harassment or discrimination complaint informally using the CAW Internal Procedure without a full investigation when so requested by the complainant. The outcome of this attempted resolution will be communicated to the company employment equity representative. If the complainant disagrees with the attempted resolution, or if the complaint involves more than minor issues there will be a joint investigation of the complaint according to established methods. Once informed of a complaint requiring joint investigation, the representative will immediately inform his/her counterpart and together these two will conduct a thorough joint investigation according to established methods. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team will include at least one woman.

The joint investigation will include an interview of the complainant and may include interviewing the alleged harasser, witnesses and other persons named in the complaint. If any CAW member who is to be interviewed, so wishes, he/she may have union representation present during the interview. It is the intention of the union and the company that, in most cases, the investigation will take place within five (5) days and shall be concluded fourteen (14) days of the lodging of a complaint.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the

complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint. Records of the investigation, including interviews, evidence and recommendations will be securely maintained in the offices of the company employment equity representative and the local union president or designate.

#### **Resolution**

Upon completion of their investigation, the joint investigators will present their recommendations for resolution to the company's local Decision Review Committee (the "Committee"). The Committee will be comprised of two senior managers appointed by the plant manager. These appointees will have been appropriately trained regarding harassment and discrimination issues.

The Committee will review the investigation report and the recommendations for resolution. While in most cases this material will form the basis for the committee's decision, the Committee is not precluded from contacting other sources, including separately interviewing the complainant and the alleged harasser if necessary, in order to render a proper disposition. If any CAW member who is to be interviewed, so wishes, he/she may have union representation present at the review. In addition, the Committee may review the potential disposition with the complainant in an effort to ensure that the resolution appropriately addresses his/her concerns. The committee will conduct its interviews and deliberations in the same confidential manner as is required of the joint investigation team, and all committee records will be securely maintained in the offices of the committee members.

The union and the company agree that in most cases, the Committee's decision will be rendered within twenty-one (21) days of the presentation of the investigators'



recommendations. The Committee will render its decision in writing and will provide copies to the complainant, the alleged harasser, and the designated union representative.

If the complainant is not satisfied with the disposition of the Committee he/she may appeal the decision to the company's National Review Board (the "Board"). If the alleged harasser is not satisfied with the decision, he/she may appeal to the Board or file a grievance pursuant to the Collective Agreement. The Board will consist of the following individuals: the company's employee relations manager, another member of the central labour relations staff, and a member of the company's legal department.

Appeals will be heard by the Board within twenty-one (21) days of their filing. The hearings shall be held in as informal a manner as is reasonably possible.

The Board will establish basic written rules for the conduct of appeals and will make such rules available to the parties prior to the start of each appeal.

The Board shall allow the parties a fair opportunity to present their evidence and positions including what they believe would be a fair and reasonable disposition of the complaint under appeal. The Board will conduct its interviews and deliberations in the same confidential manner as is required of the joint investigation team, and all Board records will be securely maintained. If any CAW member who is to be interviewed, so wishes, he/she may have union representation present at the Appeal. The Board shall provide the parties to the Appeal with a written decision within fourteen (14) days of the conclusion of the Appeal.

It is the intention of the union and the company that, in most cases, the entire time frame between the initial lodging of the complaint and the rendering of the appeal decision of the Board should take no longer than ninety (90) days. It is understood that the Procedure is intended to be a "user-friendly" method

to resolve complaints of harassment or discrimination at company facilities.

The pursuit of frivolous allegations through the Procedure could have a detrimental effect on the spirit and intent for which this policy was rightfully developed and such allegations should be discouraged by the union and the company.

**Right to Refuse**

A bargaining unit employee alleging harassment or discrimination in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed, in principle, that in serious cases of harassment or discrimination, or when the safety of an employee is being threatened directly or indirectly by the alleged harasser, it may be necessary for that employee to leave the job. Before any employee takes such action, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be developed by the Master Employment Equity Committee and will be implemented as part of the Procedure no later than June 30, 1994.

The purpose of this Policy and Procedure is to allow the CAW and Ford of Canada the opportunity to address and resolve internal problems related to the objective of achieving a harassment and discrimination free workplace. This Policy and Procedure in no way precludes the complainant's right to seek action under the applicable Human Rights legislation.

The parties also agree to communicate this information about the Procedure to the workforce prior to June 30, 1994 through local union newsletters, bulletin board notices and company publications.

## **APPENDIX P (ST. THOMAS)**

Each trade comprises the classifications listed thereunder:

Automobile Mechanic Trade:

- Automobile mechanic – leader
- Automobile mechanic -journeyman/woman
- Industrial Lift Truck and Tow Tractor Repairperson

Carpenter Trade:

- Carpenter – leader
- Carpenter-journeyman/woman

Electrical Trade:

- Electrician – leader
- Electrician -journeyman/woman
- Apprentice

Millwright Trade:

- Millwright-leader
- Millwright-journeyman/woman
- Millwright – Apprentice

Painter and Glazier Trade:

- Painter and glazier – leader
- Painter and glazier-journeyman/woman
- Sign painter

Sheet Metal Trade:

- Sheet Metal -journeyman/woman

Stationary Engineer Trade:

- Stationary engineer

Steamfitter and Plumber Trade:

- Steamfitter and plumber – leader
- Steamfitter and plumber-journeyman/woman

Tool and Die Trade:

- Toolmaker plate layout inspector
- Toolmaker-journeyman/woman

Welder Maintenance Trade:

- Welder – maintenance – combination

## **APPENDIX Q**

**(Not in use)**

**APPENDIX S**  
**RULES OF PROCEDURE GOVERNING**  
**APPEALS TO WORK STANDARDS ARBITRATOR**

**1.** It is the intention that appeals shall normally be heard in the order of date of appeal to the work standards arbitrator. However, where the union and the company are agreed that it is desirable that a particular appeal should be expedited and heard ahead of its turn, or that a particular appeal should be deferred, then the particular appeal shall be heard out of turn accordingly.

**2.** The work standards arbitrator shall start to hear the appeal within 30 days of the date upon which he/she receives notice of his/her appointment, unless otherwise arranged.

**EXHIBIT I**  
**SKILLED TRADES WORK ASSIGNMENTS**

It is the policy of the company to assign work between skilled tradespersons in conformity with the principles set forth below. In making job assignments, management intends to respect basic differences between the trades and **recognize** the importance and prestige of its tradespersons. But the company cannot be put to a disadvantage by multiple hair-splitting refinements and cumbersome and unreal distinctions. Indeed, the efficient operation of the company's plants demands the full **utilization** of the talents of each trade.

Factors to be Considered in Making Job Assignments

Central Skills

Tasks which require the unique and central skills of one particular trade are assigned to that trade (unless such tasks are incidental to a principal job being performed by other tradespersons as discussed below).

### Overlapping Capabilities

To determine whether a particular skilled assignment falls within the scope of two or more trades and thus properly assignable to any one of these trades, several criteria must be considered, no one of which by itself is controlling.

- Level of skill involved.
- Type of apprenticeship training.
- Tools required.
- Nature of the material being worked on.
- Generally accepted notions of the trade.
- Other criteria (e.g., composition and size of the skilled work force).
- Past practices in a plant relating to skilled tasks (invariable, certain and unchallenged over such a long period that an agreement is assumed).

The first six of these criteria will be considered in making the determination of whether a skilled task falls within the scope of two or more trades or only one. Past practice is a limiting factor and is binding in ordinary situations if by clear and convincing proof it can be shown to exist as a fact by the party relying on it.

### Incidental Work

Incidental work is a comparatively minor task that is complementary to a principal job. In determining whether a task is incidental and thus properly assignable to the tradespersons performing the principal job, the following points must be considered (past practice or normal scope of the trade has no significance in incidental work):

- Time involved in relation to the principal job. (A minor task or series of minor tasks performed sporadically over the duration of the principal job are incidental even though the cumulative time may be fairly large.)
- Whether the task is within the capabilities of the principal tradesperson.
- Whether the task can safely be performed by the principal tradesperson. Incidental tasks are not limited to those arising in the course of the principal job, but may occur also at the beginning or end of the job.

Emergencies

In the event of breakdowns and other unforeseen incidents that interrupt the flow of production, as well as fires, accidents and the like, assignments may be made without regard to trade lines, although trade lines are not to be disregarded where the time within which the repairs are to be made and the availability of the appropriate tradespersons permit their observance.

**EXHIBIT A**

**Supplemental agreement -Windsor**

**EXHIBIT B**

**Supplemental Agreement – Oakville**

**EXHIBIT C**

**Supplemental Agreement – Bramalea**

**EXHIBIT D**

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**EXHIBIT E**

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ZONES. COMMITTEEPERSONS  
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LETTERS AND STATEMENTS EXCHANGED  
**BETWEEN THE UNION  
AND THE COMPANY**

For the information of all concerned the following letters and statements exchanged between the union and the company are reproduced and appear hereafter.

These letters and statements do not form part of the Collective Agreement.

**GENERAL**

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
**M2H 3H9**

Dear Mr. White:

This will confirm the understanding reached during these negotiations that the company will provide the president and the financial secretary of local unions with information concerning the following hourly personnel activity: accessions; terminations; transfers to hourly from salary; and transfers to salary from hourly. Such information will be provided on a weekly basis, as soon as practicable after the end of each respective week, unless such information is presently being provided on a more frequent basis.

Yours very truly,  
**S.J. Surma**  
Vice President,  
Industrial Relations

October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1987 negotiations the union requested that T-4 slips be available by the end of January each year.

The company indicated that there are a number of external factors beyond our control which influence our ability to prepare the T-4 slip. Nonetheless, the company assured the union that every effort will continue to be made to process and distribute the T-4 slips as early as possible in the New Year.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

---



October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the recent contract negotiations the parties discussed the advantages and disadvantages of a direct deposit hourly payroll system. The company and the union have agreed to meet within 90 days following the ratification of the new agreement to further discuss the feasibility of implementing an optional direct deposit hourly payroll system.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

---

October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1987 negotiations, the parties discussed the need for some type of system which would enable employees to pursue vehicle service concerns which have not been satisfactorily resolved by the dealer.

The company indicated that following negotiations it would discuss this matter with the national service manager with the objective of establishing a contact point at the national service office for employees to contact. The company will advise the union of the results of these discussions by January 15, 1988.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

---

October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

In the course of the current negotiations the company and the union had discussions regarding the practice of providing employees with advance paycheques prior to the Christmas holiday period.

The company agrees to meet with the union as soon as practicable after negotiations are concluded to study the practice further with a view to improving the methods and procedures currently in place.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

---

September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations the union raised concerns with respect to employee vehicle problems which have been referred to the National Service Office.

The company noted that customer satisfaction and enhancing owner loyalty are among its highest objectives. The company agrees that following negotiations a review of the current procedures will be undertaken with representatives of the National Service Office to determine if it would be appropriate to implement changes that would better identify the specific details of any employee vehicle concern so that it could be quickly and effectively resolved.

The national union will be advised of the results of this review when it has been completed.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the course of negotiations the union expressed concern about the disparity with respect to the benefit level eligibility of those employees granted a leave of absence by the company to hold the office of president or financial secretary-treasurer of a local union included in the Collective Agreement. The company agreed that such employees who have been granted a leave of absence to hold the office of president or financial secretary-treasurer will so long as such office is a full-time position be deemed to hold the higher rated of the last regularly held classification or the classification of electrician.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties discussed the seniority status of laid off employees at the St. Thomas Assembly Plant who in the event that they are not recalled to work during the term of the 1993 Collective Agreement will forfeit their seniority rights with the company.

The company agreed that such employees would retain a seniority relationship with the company during the term of the 1993 Collective Agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties discussed the seniority status of laid off employees within Windsor Operations who in the event that they are not recalled to work during the term of the 1993 Collective Agreement will forfeit their seniority rights with the company.

The company agreed that such employees would retain a seniority relationship with the company during the term of the 1993 Collective Agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the union identified a number of situations where little advance notice of a temporary layoff was provided by the company.

The company assured the union that every effort is made to accurately forecast production schedules in a manner that is consistent with anticipated sales projections. Despite these efforts, rapid market swings can occur due to unforeseen economic factors which in some cases necessitate an immediate response in order to maintain inventories within an acceptable range.

The company assured the union that it will continue to make every effort to provide timely advance notice to employees of temporary layoffs.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---



October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

This will confirm that the company has agreed, in recognition of the unique circumstances presented by the pending closure of the Niagara Glass Plant, to extend eligibility for **pre-retirement** income maintenance program (PRIMP) benefits, commencing at age 50 on the basis of the benefit rate then applicable to the employee, to a maximum of 20 Niagara Glass Plant employees who at time of layoff at plant closing will not have attained age 48.1 but will have at least 9.1 years of creditable service under the Retirement Pension Plan.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

October 18, 1993

Mr. B. A. C. Feil  
National Representative  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Feil:

During the 1993 negotiations the parties discussed the demand of the 1994 special payment for employees at the Niagara Glass Plant who elect not to continue their employment relationship with the company.

The parties agreed that discussions will be held at Niagara to determine the most appropriate timing for such payments to otherwise eligible employees.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
A. D. MacLean  
Labour Relations and  
Hourly Personnel Manager

---

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

Following 1990 negotiations and in accordance with our letter of understanding relating to the process to be followed in the event that restructuring actions result in permanent job losses, the employees of St. Thomas Assembly Plant were canvassed and offered available options in conjunction with the introduction of EN-53 models. **Recognizing** that a significant number of employees remain on indefinite layoff as a result of this restructuring action and that a number of employees have expressed interest in reconsidering options previously offered, the company agrees to conduct one final survey of those active employees eligible as of March 1, 1994. The survey will be completed by February 11, 1994. The maximum number of employees to be afforded opportunities pursuant to this understanding will be limited to the number of employees on seniority layoff as of March 1, 1994.

The parties **recognize** that the results of this **re-canvassing** may cause a significant level of turnover to be managed within the present hourly workforce at St. Thomas, triggered by employees electing to exit active employment. Accordingly, the parties agree to accommodate those employees volunteering to exit the workforce, as soon as practical, following completion of the survey, but

no later than year end, 1994. The parties agree to discuss the establishment of a mutually acceptable and reasonable extension of time to complete the employee exits in the event that the number of employees who elect to pursue this opportunity would be disruptive to operations.

It is also understood that the need to replace those eligible employees who elect to leave active employment will be assessed in conjunction with ongoing plant operational requirements and authorized manpower levels.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties agreed to maintain the union representation structure at the Niagara Glass Plant until regular production operations cease. At that time, union representation will be adjusted such that there will be two full-time union representatives who will continue to function while any CAW-represented employees

remain at work. These union representatives will assume all representation duties and responsibilities.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

**October 18, 1993**

Mr. **B. Hargrove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During the **1993** negotiations, a number of issues were discussed **relative to payroll and administrative benefit issues. The parties agreed that annual meetings held during the term of the 1990 Collective Agreement had been beneficial in providing** a better insight into employee concerns and possible actions which could be taken to provide better service to employees.

It was apparent that the parties would be better served by more frequent meetings of this nature. The company, therefore, will **continue to** arrange for an annual meeting in April each year involving a union representative from each location and the payroll services **and benefits** staff to provide an ongoing dialogue in order to expeditiously address payroll **and administrative** concerns.

**In addition the company agreed to hold quarterly meetings in 1994 to ensure an ongoing exchange of all relevant information.**

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations the parties discussed the restructuring that is taking place within the auto industry in Canada and its impact on plant operations.

The parties acknowledged that it would be appropriate to examine non-traditional operating approaches, including alternate shift schedules that are being introduced into the industry to **maximize facility utilization**.

The parties agreed that within six months following negotiations they would establish a task force comprised of an equal number of representatives of the company and the union. The objective of the task force will be to examine

non-traditional plant organization structures and alternate shift schedules in order to assess their potential application at Ford of Canada facilities.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

**October 18, 1993**

**Mr. B. Hargrove**  
**National President**  
National Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During the **1993** negotiations, the parties discussed **ways to expand employment opportunities and the company's manufacturing and assembly capacity, including adding flexibility through variable work schedules and patterns to meet changing market demands. In this regard, the parties have agreed to continue to examine the feasibility of alternative work schedules.**

Relative to the establishment of alternative work schedules, the parties **recognize** that various provisions of the Collective Agreement may, subject to the mutual agreement, determination, and approval of the central labour relations staff and the national union, require modification

and/or waiver. Should the parties agree to such modifications, the company and the national union will monitor the implementation of the work schedules to ensure they are consistent with the objectives stated above.

The implementation of, **mutually agreeable alternative** work schedules will **continue to be subject to the company's discretion.**

Yours very truly,  
**D. J. McKenzie**  
Vice President,  
**Employee Relations**

**Concur: B. Hargrove**

---

November 1, 1976

Mr. K. Hallsworth  
Vice-President – Industrial Relations  
Ford Motor Company of Canada Limited  
The Canadian Road  
Oakville, Ontario.

Dear Mr. Hallsworth:

This letter is to assure the company that the union members of the Joint Apprenticeship Committee at the Oakville and St. Thomas locations will be appointed by the Canadian director of the U.A.W.

Yours very truly,  
Dennis McDermott  
International Vice-President  
and Director for Canada.

---



October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the current negotiations, the subject of registration and duration of apprenticeship for the electrical trade was discussed.

The parties agreed that the Joint Apprenticeship Committee would review what steps would be necessary to register and establish the hours necessary to qualify as electrician construction-maintenance. In addition, it was agreed that any other trade so affected would be reviewed on the same basis.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

---

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

In fulfillment of your request that benefit representatives be informed of the employees who are about to attain age 65, the company will provide each benefit representative every 3 months with a list of the employees in his plant who will attain age 65 during the next 3 months.

At Bramalea and Niagara, the list will be provided to the chairman of the negotiating committee.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

---

April 23, 1968

Mr. George Burt  
Canadian Director  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
1568 Ouellette Avenue  
Windsor, Ontario

Dear Sir:

This will confirm our undertaking to you that the bereavement pay provisions of the Collective Agreement will be administered as follows:

The requirements that the bereavement period shall begin on the first full day of absence following death and shall be the three regularly scheduled days of work during the three days (excluding holidays and Saturdays and Sundays and regular days off in case of employees employed on continuous seven-day operations) immediately following death are hereby waived when the date of the funeral is outside the three-day period. In these situations, bereavement payment will be made to eligible employees for any three regularly scheduled days, not necessarily consecutive, up to and including the date of the funeral. To cite an example, if the death occurs on Sunday and the funeral is held on Friday, an employee would be eligible for any three days of absence from regularly scheduled work occurring Monday through Friday.

In addition, if in the opinion of local management travel considerations in attending a funeral are involved, up to two calendar days immediately following the funeral may be considered as part of his three-day bereavement pay eligibility period, provided such days are within the employees regular five-day work week and he is scheduled to work such days. Calendar days for this purpose include holidays and Saturdays and Sundays or regular days off in

the case of employees employed on continuous seven-day operations. For example, where a funeral is held on Friday and local management determines two days' return travel time is required for a five-day, Monday through Friday employee, Saturday and Sunday would be the calendar days immediately following the funeral and, as they are not within his regular five-day work week, bereavement payment would not be made for these two days. On the other hand, for an employee employed on a continuous seven-day operation who is scheduled to work on Saturday and Sunday as part of his 40-hour work week, such days could be considered for bereavement payment.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

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November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace, Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During current negotiations, the union inquired concerning the company's policy regarding the application of section 21.09, bereavement pay, when a member of an otherwise eligible employee's immediate family, as defined in section 21.09, died and the body was cremated.

The company agreed that on or after October 1, 1979, in such cases when a bona fide memorial service is held at a funeral home or a place of worship in the same community area at the time of cremation, attendance at the memorial service would satisfy the requirement of funeral attendance under section 21.09.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

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November 18, 1984

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During current negotiations, the parties discussed the application of section 21.09(a) of the Collective Agreement.

The union raised the situation of a common-law spouse as it would impact the definition of immediate family for purposes of eligibility for bereavement pay. In response to the union's concern, the company stated that a common-law spouse of the opposite sex would be considered a spouse for purposes of the application of section 21.09(a) provided that the employee had been co-habiting and residing publicly with the common-law spouse for two

years as of the time the death occurred and was shown as the employee's spouse on company benefit plan records. In the event the employee has not declared a spouse within any of the benefit records, the company may require additional verification of the common-law relationship.

Yours very truly,  
A. W. Hanlon  
Vice President,  
Industrial Relations

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October 18, 1993

**Mr. B. Hargrove**  
**National President**  
National Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During the current negotiations the parties discussed the application of section 21.09 of the Collective Agreement. In particular, the union raised the situation in which an otherwise eligible employee, for justified reasons related to the death of a family member, requires bereavement leave on a day other than one of the first three (3) normally scheduled working days.

In response to the union's concerns, the company stated an employee will be excused from work and be eligible for pay for any three (3) normally scheduled working days within the ten (10) calendar day period immediately

following the death of a member of the employee's immediate family, as defined. **In addition, when such death occurs during the period established as the plant vacation shutdown period an employee will be excused from work and be eligible for pay for the first three (3) normally scheduled working days immediately following such vacation shutdown period. These exceptions will apply provided the absence is related to the family member's death and the employee attends the funeral.**

Yours very truly,  
**Ford Motor Company  
of Canada, Limited  
D. J. McKenzie**  
Vice President,  
**Employee Relations**

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October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1987 negotiations the parties agreed to establish a classification review committee to review classification disputes. The committee will be comprised of two members of the company, one of whom will be a representative of the central labour relations staff, and two

members of the union, one of whom will be a representative of the national union.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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January 31, 1971

The President, Local 200  
The President, Local 584  
The President, Local 707  
The President, Local 1054  
The President, Local 1520  
International Union, United Automobile  
Aerospace and Agricultural Implement  
Workers of America (UAW)

Dear Sirs:

For your information, attached is a copy of "Referral Difference of Opinion Between Personal and Plant Physician" which outlines the procedure to be followed when there is a difference of opinion between a personal and plant physician.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

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## **REFERRAL-DIFFERENCE OF OPINION BETWEEN PERSONAL AND PLANT PHYSICIANS**

When there is a difference of opinion between the employee's personal physician and the plant physician regarding the employee's physical status, it is the plant physician's responsibility to resolve these differences in a fair and equitable manner. This difference of opinion may be at the time an individual is returning to work following sick leave, at the time of initiating a sick leave or at the time of job assignment.

The disagreement may not always involve the question of the employee's fitness to work but more frequently involves the question of the individual's capacity to perform a certain type of work. It may, on occasion, involve the question of disability of the employee.

In most instances this can be resolved by discussing the problem with the employee's personal physician. In some cases broad recommendations are made by the individual's personal physician without full knowledge of the work demands on a specific job assignment. A discussion of the case in question between the personal physician and the plant physician will usually settle any points of disagreement because usually the physicians will agree on the clinical findings of the patient but the personal physician may not have adequate knowledge of the job requirements. The plant physician may review with the personal physician those factors which he considers when placing physical restrictions or limitations on the individual. These factors are: (1) a condition which may limit his ability to perform his work, (2) a condition which may be aggravated by certain types of work, or (3) a condition which may create a hazard to himself or the safety of others. In such cases, work restrictions or limitations must be established.

When the point in question cannot be resolved by discussion between the two physicians, the plant physician should refer the employee to a consultant for examination

and impartial recommendation at company expense. The plant physician should preferably use a board-certified specialist in the field of medicine in which the point of controversy exists. For example: an eye case should be referred to an ophthalmologist, a back case to an orthopedist, a heart case to a cardiologist or specialist in internal medicine. The job demands should be thoroughly described to the consultant at the time of referral. The plant physician should follow the recommendation of the consultant.

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November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

In the course of discussing practices followed in the administration of discipline, the union cited instances where it was claimed that an employee was not aware that his foreman was reporting him for alleged misconduct until some considerable time after the alleged incident had occurred. It was also claimed that employees in certain cases were unaware of any reason for being sent to an interview called by a member of the industrial relations office.

In order that all members of management will have the same understanding in these matters, arrangements will be made to advise all supervisors to proceed as follows:

- When a foreman or superintendent intends to report an employee for alleged misconduct, he will notify the

employee accordingly. When it is reasonably possible, this notification will be given at the time of the occurrence of the alleged misconduct.

- When a foreman or superintendent notifies an employee that he is being sent to attend an interview called by a member of the industrial relations office for the purpose of investigating alleged misconduct, the employee will be told the reason for the interview.

While it may be appropriate in certain cases for an employee to be suspended pending determination of the discipline that will be imposed, it is unnecessary in most instances. In any instance where the union believes that it is inappropriate under the circumstances for a particular employee to be suspended pending disposition of his case, the matter may be raised with an industrial relations representative by the chairman or other union representative concerned.

Yours very truly,  
**S. J. Surma**  
Vice President,  
Industrial Relations

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November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

Under certain circumstances, an employee is given an instruction by a supervisor which conflicts with an instruction previously given by another supervisor.

When this situation arises, it is understood that the employee will carry out the last instruction, but, following that, he may take steps to bring the matter to the attention of the supervisor who issued the first order.

Yours very truly,  
**S. J. Surma**  
Vice President,  
Industrial Relations

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November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

This confirms our understanding regarding the situation where the duration of an impending disciplinary suspension would encompass or abut a holiday or a paid personal holiday.

Hereinafter, loss of holiday pay will not be included as part of the disciplinary penalty assessed. However, to be eligible for such holiday pay, the employee must meet the holiday pay eligibility provisions of article 25 or appendix L of the Collective Agreement, except the requirement in appendix L of otherwise being scheduled to work on such day, had it not been observed as a holiday.

Nothing herein shall be deemed to alter the company's rights under section 3.01 of the Collective Agreement as it involves imposing discipline.

Yours very truly,  
**S. J. Surma**  
Vice President,  
Industrial Relations

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**October 18, 1993**

**Mr. B. Hargrove**  
**National President**  
**National** Automobile,  
Aerospace and Agricultural Implement  
Workers of **Canada (CAW-Canada)**  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

In applying progressive discipline for repeated infractions of the rules, the company does not consider infractions which occurred more than **12** months prior to the infraction being considered, and the same applies when an employee is being discharged as an unsatisfactory employee.

The company also advises you that procedures shall be instituted by the company to ensure that prior infractions which occurred more than one year previously are effaced from the employees active disciplinary record in use for the purpose of determining current disciplinary measures.

Yours very truly,  
**D. J. McKenzie**  
Vice President,  
**Employee Relations**

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

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During 1990 negotiations, the parties reviewed results of the Ford-CAW workplace census.

It is agreed that, despite recent initiatives, affirmative action target groups remain under-represented among employees included in CAW bargaining units.

The company advised the union that at locations where the representation of target groups is not reflective of the surrounding labour market, it is the company's objective to progressively increase the percentage of target group employees, to community levels, as future hiring takes place.

The parties agree that it may be difficult to simultaneously stimulate meaningful increases of all four designated groups at a particular company location. Accordingly, the local joint committees will develop recommendations to management, that concentrate efforts on increasing the percentage of designated group members where gains can be achieved most expeditiously.

The joint committees will monitor hiring activities at all locations and investigate any situations where the numbers of designated group members being hired do not meet the

joint goal of accelerating the pace of achieving in-plant target group levels comparable to those in the surrounding community.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties agreed that female employees may sometimes need to discuss with another woman matters such as violence, or abuse at home, or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize that the role of women's advocate in the workplace will be served by the CAW female member of the local union Employment Equity Committees in addition to her other duties relating to employment equity. The trained female employment equity representative will meet with female members as required,

discuss problems with them, and refer them to the appropriate community agency when necessary.

The company agrees to establish a confidential phone line that female employees can use to contact the female employment equity representatives. As well, the company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with a female employment equity representative.

The local Employment Equity Committees will develop appropriate communications to inform female employees about the advocacy role that the female employment equity committee members play.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties recognized that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is



the subject of an abusive or violent personal situation will not be disciplined by the company without receiving full consideration of the facts of her case and the circumstances surrounding the incident that would otherwise justify discipline. This statement of intent is subject to a standard of good faith on the part of the company, the union, and affected employees, and will not be utilized by the union or employees to subvert the application of otherwise appropriate disciplinary measures.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the company and the union reaffirmed their commitment to employment equity.

While the parties recognize that there is increasing representation of the four designated groups within the hourly workforce, the company and the union agreed they must increase special efforts aimed at achieving a representative number of women, visible minorities, persons with disabilities and aboriginal persons throughout the CAW-represented workforce of Ford of Canada.

The parties agreed that a diverse workforce is beneficial and desirable, and that their pro-active efforts on employment equity are fundamental to the company. The parties are committed to jointly develop an Employment Equity Plan on behalf of CAW bargaining units at Ford of Canada. This plan will include the following:

- an up-to-date census
- a workforce analysis and review of employment systems
- the identification of systemic barriers to the designated groups
- a review of current recruitment, promotion and training practices
- goals and timetables for hiring the designated groups
- goals and timetables for reducing or eliminating systemic barriers to the designated groups
- accommodation for people with disabilities
- a clear and ongoing commitment to a workplace free of harassment
- identification of positive measures such as work and family measures, skills updating, pre-apprenticeship training, etc. that could help retain and advance the designated groups in the Ford of Canada CAW represented workforce
- an annual review procedure to monitor the progress of the program.

The company has developed an employment equity plan for the Federal Contractor's Program. Elements of this plan may form the basis for the new joint Employment Equity Plan when the parties are in agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the company agreed to a 3-day jointly developed and delivered harassment and human rights program for union representatives and designated management employees, with the content, timing, location(s) and trainers to be determined by the Master Employment Equity Committee. Travel time, if required, is to be included in the 3-day period.

Following the proclaiming into force of Ontario Bill 79, the Master Employment Equity Committee will develop a 1-day Employment Equity program for the individuals detailed above.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During 1993 negotiations the company and the union discussed employment equity at length and reaffirmed their mutual commitment to a workplace free of harassment and discrimination.

In this regard, the parties agreed that the current rules of personal conduct would be amended to include the following:

“Harassing or discriminating against any employee, contract personnel, or visitor.”

The parties also agreed that the amended rules of personal conduct would be posted at all company locations as soon as practicable following these negotiations.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

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October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties agreed that the position of CAW National Employment Equity Coordinator will be established. This coordinator will be appointed by the CAW National President.

The coordinator's role will be to promote a planned, informed, and consistent approach to employment equity on behalf of the union throughout the company.

Specifically, the coordinator, as a member of the Master Employment Equity Committee, will help to develop and implement the joint Employment Equity Plan throughout the company. The coordinator will also conduct community outreach and other activities to promote employment equity on behalf of the Master Employment Equity Committee.

The coordinator will work closely with the Local Employment Equity Committees and make recommendations to assist the committees in promoting equity in the workplace. This may involve advising with respect to community outreach initiatives, assisting with local work to develop and implement the joint Employment Equity Plan, coordinating education and communications efforts including those related to Ontario Bill 79, and assisting with anti-harassment efforts or with the resolution of difficult complaints.

Local management will cooperate in this regard and may meet with the coordinator and the Local Employment Equity Committee to discuss recommendations. The coordinator may visit all CAW represented plants and offices, and access will be provided upon reasonable notice.

The coordinator will receive 48 hours straight-time pay per week as updated in the current 1993 Agreement. It is understood that absences for which the coordinator is paid Holiday Pay, Excused Absence Allowance (EAA) or is on vacation, will be considered time worked for the purposes of this document and the pay received for such holiday, EAA or vacation will be considered time paid in the week it occurs.

The coordinator will be based at a location to be determined by the national union, and will report to the CAW National President. Any complaints, should they arise, relative to the coordinator's performance may be referred to the CAW National President's office.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

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October 18, 1993

Mr. **B. Hargrove**  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During current negotiations, the parties reaffirmed the policy of the company and the CAW as outlined in **article 7** of the Collective Agreement, that the provisions of the agreement be applied **without discrimination** to all employees covered by the agreement with regard to race, creed, colour, nationality, age, **gender, sexual orientation, ancestry, place of origin, or disability.**

The company reaffirmed its policy to extend opportunities to all qualified applicants and employees on a non-discriminatory basis for employment and advancement within the company.

While recognizing that it is the right of management to hire, assign, and promote the most qualified candidates subject to the terms and conditions of the Collective Agreement, the parties agree to undertake certain joint activities to further implement these non-discriminatory policies following ratification of this Agreement.

**Local Committees:**

A Local **Employment Equity** Committee will be established at **each** plant location. The two members of each local **Employment Equity** Committee shall be selected by the CAW president from within the existing representation structure. **The local president will also act as an ex-officio member of the committee.** If there are no women in

the existing representation structure, the CAW president shall select one committee member from among the women actively employed in the bargaining unit at the location. A woman selected by the CAW president for this purpose will be permitted to leave work when required during straight-time hours to function as a committee member and will be paid by the company at her regular straight-time rate up to the number of hours listed in the following schedule:

<i>Plant</i>	<i>Number of Employment Equity Committee Members</i>	<i>Maximum Number of Straight-Time Hours Each Week Paid When Excused from Regular Work Assignment</i>
Windsor Operations	1	40(full-time)
St. Thomas Assembly Plant	1	12
Oakville Assembly Plant	1	12
Ontario Truck Plant	1	12

At the Niagara Glass Plant, the union may appoint and the company shall recognize one representative who will be permitted to function four hours in any one working day. An equal amount of time will be spent on **Employment Equity** and Benefits administration as provided for in article 28.

At the National Parts Distribution Centre, the union may appoint and the company shall recognize one representative who will be permitted to function full-time. His primary responsibility will be to function as a benefits representative as provided for in article 28. In addition, he will also carry out the duties and responsibilities contemplated by this **employment equity** letter.

A comparable number of management representatives will be appointed. These Local **Employment Equity** Committees will have the task of assessing each location's needs to further enhance the policy of equal opportunity



for all and to develop plans to address the mutual goal of encouraging interested parties to seek and qualify for employment and advancement within Ford Motor Company of Canada, Limited. Special attention will be devoted to women, visible minorities, **Aboriginals**, and **people with disabilities**. **The local committees shall develop and present to local management, a proposal for these initiatives annually. Subject to the approval of these plans by local management, the committees will then work** within the framework of the following guidelines:

(a) **Community Outreach**

1. Members of the **Employment Equity** Committee should visit community schools **and organizations** to meet with placement counsellors and students to discuss the types of **and requirements for jobs available at** Ford of Canada and the procedure for submitting an application. Leaflets and video presentations may be developed for use by schools in their education programs.
2. **Local Employment Equity Committees should establish and maintain a liaison with local organizations representing target groups.**

(b) Training for current employees:

To further the advancement of employees into technical skilled positions, the local committees will take the following actions:

1. A communications program **will** be developed **and promoted** by the local committees to **encourage the designated group members** to apply for technical **and skilled** positions.
2. Each local committee should assess the types of jobs for which training would be appropriate and make recommendations to the local parties **after giving consideration to the availability of community resources.**
3. **The local committees will, in consultation with the National Employment Equity Committee**

**and the local Apprenticeship Committee, at those locations with an apprenticeship program, develop and implement a pre-apprenticeship training program for designated group members.**

(c) **Communications:**

Local committees would develop overall communications programs utilizing company newspapers, local union newspapers, and other specific communication formats which could convey the message to employees and the community **about the CAW and Ford of Canada commitment to employment equity and that there are opportunities for all qualified members of society within Ford of Canada.**

(d) **Employment Equity Plan:**

**In addition, the local committees may play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier identification, the development of goals and timetables, and other elements of the plan that require local input.**

(e) **Anti-Harassment Activities:**

**Members of the Local Employment Equity Committee may play a role in the investigation of harassment complaints as outlined in the Harassment/Discrimination Internal Complaint Resolution Procedure in appendix O.**

It is recognized that local committees will require ongoing assistance and direction. Accordingly, a **Master Employment Equity Committee** will be established consisting of two **representatives** of the national union, **the national Employment Equity Representative, and three staff members of the company.** This committee will meet quarterly and may be supplemented, by mutual agreement, by local committee representatives **from that or other locations as required.**

**The Master and Local Employment Equity Committees will meet annually for up to three (3) days, including travel time, to attend to such matters as the training of committee members, local committee reports, and company-wide initiatives.**

**The company will be responsible for wages and meal expenses to a maximum of thirty-five dollars (\$35.00) per day, if meals are not provided. The union will be responsible for transportation and lodging expenses.**

Yours very truly,  
**FORD MOTOR COMPANY  
OF CANADA, Limited**  
D. J. McKenzie  
Vice President,  
**Employee Relations**

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November 18, 1984

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9



Dear Mr. White:

During the current negotiations, the parties discussed the important contribution that physical fitness programs can make, both to the employee's personal well-being and to performance on the job.

The company, therefore, agrees with the union to establish a joint pilot study of recreational fitness options at Windsor/Essex Operations. This study will commence

immediately following negotiations and will be conducted by a committee formed with company personnel and union representatives from Windsor/Essex Operations.

The analysis will be directed at a variety of programs with the initial focus to be on in-plant arrangements as discussed at negotiations between local 200 and local management. In this regard, the committee will also be responsible for studying related matters such as equipment and schedules. As is required, the committee may also study those programs which are currently available in plant-city communities, or any combination of such programs and in-plant arrangements.

It is further understood that any in-plant options must preserve the efficiency of operations and that employee participation in such in-plant activities be outside of the specific hours of the employee's shift.

Yours very truly,  
A. W. Hanlon  
Vice President,  
Industrial Relations

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November 14, 1976

Mr. D. McDermott  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario

Dear Mr. McDermott:

During the current negotiations, the union proposed extending the application of the Expedited Arbitration Program to all company locations.

The company is cognizant of the fact that particular plant locations, which may be experiencing difficulties with a particular problem in the administration of the grievance procedure, may be able to benefit from the application of the Expedited Arbitration Program. Accordingly, in any instance where the local union at a particular location desires to adopt this program, it may forward such request to the appropriate members of the international union and central labour relations staff. Upon receipt of such request, representatives of the International union and central labour relations staff will meet to make the necessary arrangements for instituting this procedure at that particular company facility.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

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November 14, 1976

Mr. D. McDermott  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario

Dear Mr. McDermott:

During the current negotiations, the parties mutually agreed that the provisions presently established in the Collective Agreement governing the administration of the grievance procedure, when conscientiously applied, provide sufficient means to ensure the efficient resolution of employee complaints. In addition, both parties also

reaffirmed their mutual intent to avoid backlogs and delays in the grievance procedure and to seek correction for those situations where the procedure does not appear to be functioning effectively.

In order to improve the administration of the grievance procedure at all company locations, it is understood that appropriate personnel from either the International union or the central labour relations staff of the company may contact the other party in situations where problems have developed in the administration of this procedure at specific company locations. Upon receipt of such request, representatives of the international union and central labour relations staff will meet to discuss the problems enumerated in an attempt to formulate corrective action.

In addition, it was also agreed that representatives from the international union and central labour relations staff will meet periodically to review and assess the parties' administration of the grievance procedure at the plant level. Such reviews are intended to identify those locations that are beginning to experience difficulty in the administration of the grievance procedure so that corrective action may be implemented on a timely basis.

Yours very truly,  
**K. Hallsworth**  
Vice President,  
Industrial Relations

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November 14, 1976

Mr. D. McDermott  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario

Dear Mr. McDermott:

The company and the union have long recognized that the mutually satisfactory resolution of employee complaints in the grievance procedure, by authorized company and union officials, results in a final and binding determination for both parties as well as the employee involved. The parties' recognition of this principle has contributed stability and certainty to the grievance procedure. Accordingly, the company views any attempt to reinstitute such claims by either party as being antithetical to the purposes for which the grievance procedure was established.

However, subject to the provisions of section 11.09 of the parties' Collective Agreement, in those instances where the UAW's International Executive Board, Public Review Board, or Constitutional Convention Appeals Committee have reviewed a grievance disposition and found that such disposition was improperly concluded by the union body or representative involved, the international union may so inform the central labour relations staff of the company and request in writing that such grievance be reinstated in the parties' grievance procedure at the same level at which it was originally settled. After receipt of such written request, the grievance will be so reinstated by the company.

It is understood by the parties, however, that the company will not be liable for any back pay claims from the time of original disposition to the time of reinstatement of the grievance, and it is further agreed that the reinstatement of

any such grievance shall be conditioned upon agreement by the union and the employee(s) that neither will pursue such back pay claim against the company.

This letter is not to be construed as modifying in any other way either party's rights or obligations pursuant to the Collective Agreement or the final and binding nature of any other grievance resolutions. It is also understood by the parties that this letter of understanding and the company's obligation to reinstitute grievances consistent with the conditions set forth above and upon written request from the international union, can be terminated by either party upon thirty (30) days' notice in writing, to that effect.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

Concur: Dennis McDermott  
Vice President and Canadian Director

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November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1979 negotiations, there was a great deal of discussion concerning the administration of section 4.01 of the Collective Agreement and proposals advanced by the union to modify that section.



Efforts have been made by both the union and by operating management to develop through training and instruction a uniform interpretation and consistent administration practice in relation to section 4.01.

In order to help prevent disputes relating to this section, the parties agree to make further determined efforts through training and individual discussion, as necessary, to achieve a more consistent acceptable level of operation in line with the intent of this section.

In an effort to correct any problems that may arise in the future in connection with alleged violations of the provisions of section 4.01, the following procedure shall apply:

1. The incident will be related to the foreman concerned by the steward or committeeman.
2. If not satisfactorily disposed of in this manner, the steward or committeeman will take the matter up with the labour relations activity at the location concerned, and may, at his option, also notify the superintendent concerned. The labour relations activity will arrange for the foreman concerned to be present at a meeting with the steward or committeeman to discuss the alleged violation. At the request of the steward or committeeman, the labour relations activity will arrange for the general foreman or superintendent to attend the meeting.
3. If a continuing course of conduct of a serious nature contrary to the intent of this letter develops at a plant, the matter may be reviewed at a meeting to be arranged as soon as practicable between the steward or committeeman concerned, the plant chairman, the industrial relations manager and a senior member of the line management. A brief synopsis of this meeting will be forwarded to the director for Canada of the international union and the vice president, industrial relations.
4. If not satisfactorily disposed of at such meeting, the matter may be reviewed further at a conference to be arranged as soon as practicable between the director for

Canada of the international union or his nominee, the president of the appropriate local, the plant chairman concerned, the vice president, industrial relations or his nominee, the industrial relations manager concerned and the foreman concerned.

If at any step in this procedure the company concludes that there has been a violation of section 4.01 by the foreman concerned, the company will take such action as shall be determined by the company to be appropriate under the circumstances.

Yours very truly,  
**S. J. Surma**  
Vice President,  
Industrial Relations

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**October 18, 1993**

**Mr. B. Hargrove**  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hat-grove**:

During **1993** negotiations, the company and the union agreed to continue to request Professor E. E. Palmer to act as sole umpire in the Grievance Procedure under the Collective Agreement dated **October 18, 1993**.

Should the sole umpire be unable to act for a prolonged period, representatives of the national union and the central labour relations staff of the company may select one or more persons to act instead of the sole umpire during this period.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

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October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1987 negotiations the parties discussed the health and safety training needs of alternate health and safety representatives. In order to assist the alternate representative to become more knowledgeable in health and safety matters, the parties agreed that the alternate Health

and Safety Representative for each location will attend the 40-hour journeyman/woman Health and Safety Training Program.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

In the event of a work refusal under the Occupational Health and Safety Act occurring on the same shift as the health and safety representative, it will be our procedure to call the health and safety representative.

Where a work refusal occurs on an off shift, the health and safety representative will be notified by calling him at a telephone number which he has listed with management for that purpose. If the health and safety representative cannot be reached, we will endeavour to contact his appointed replacement.

Should we be unable to reach the regular health and safety representative, or his designated replacement, we will contact the steward/committeeperson for the area who, from our experience, is usually present when a work refusal occurs.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1987 negotiations, the company agreed to add an appointed health and safety representative to the afternoon shift at the Oakville complex.

The parties agreed and understood that for hours of work, this representative would be identified with one plant and would be retained at work only when a full vehicle production shift in that plant is scheduled to work on the afternoon shift.

It was further agreed that in the event a production shift is removed at the Oakville Assembly Plant, the health and safety representative would be reduced within fourteen days following the elimination of the production shift.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1987 negotiations, the company agreed to add an appointed health and safety representative to the afternoon shift at the St. Thomas Assembly Plant.

The parties agreed and understood that this representative would be retained at work only when a full vehicle production shift in that plant is scheduled to work on the afternoon shift.

It was further agreed that in the event a production shift is removed at the St. Thomas Assembly Plant, the health and safety representative would be reduced within fourteen days following the elimination of the production shift.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the course of these negotiations the union requested a minute of silence be observed in the plants covered by the Agreement in memory of those persons who have died in industrial accidents. Such moment of silence will be observed each year on April 28, at 11:00

a.m. Local union will meet with plant management and make recommendations on methods to observe the one-minute silence without a loss of production.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW – Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations the parties discussed the value of CPR and first aid training as a precaution against emergencies that may arise in the plants during both production and maintenance hours.

In order that trained workers may be present in the event of such emergencies, the company agreed to pay tuition costs for interested employees to a maximum of one hourly-rated employee in twenty-five. In addition to this number, committeepersons and stewards may attend.

It was understood that trainees would attend special courses on their own time. Further, the parties agreed that



the content of the first aid and CPR training will be addressed by the master health and safety committee and that they may develop and recommend specific materials for inclusion in the program.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

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October 18, 1993

Mr. B. Hat-grove  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hat-grove:

During 1993 negotiations the company and the union continued to discuss their concern for the health and safety of employees in the workplace. Not only is this concern jointly held, but efforts to provide a healthy and safe workplace must also involve the cooperation of both parties.

Both the company and the union are proud of the cooperative progress achieved in the areas of employee health and safety during the term of the 1990 Agreement.

This letter reaffirms previous discussions and commitments and serves as a reference document consolidating previous contractual obligations and letters. Noteworthy previous commitments include:

- Provisions of Section 34.01 – Health and Safety
- Provisions of Section 34.02 – Health and Safety Representatives
- Provisions of Section 34.03 – Special Procedure – Health and Safety
- Provisions of Section 34.04 – Injury on the Job.

The company assured the union of continued recognition of the importance of good administration of this and related documents and of the positive contribution that can be made to health and safety administration at both the master and local health and safety committee level.

Some noteworthy achievements are:

- High level of overall activity of the master health and safety committee
- Journeyman/woman health and safety training
- Joint training programs
- CCINFO training
- Ergonomics training
- Transportation of Dangerous Goods training
- Joint Training Task Force
- Robotics Training
- Hazard Training Program
- Laser Training
- Safety Messages
- Air Sampling Workshop
- Review of medical programs
- Annual training Health & Safety Representatives
- Legislation Training
- Heat Stress Training
- Air Sampling Training
- Division Safety Workshop
- Energy Control and Power Lock Out Training
- Powered Material Handling' Vehicle Training
- Bill 194 Workshop
- Ergonomic Process Training
- Ergonomic Committee Training
- WHMIS Compliance Manual

- Ford Corporate Safety, Industrial Hygiene, Toxicology binders
- **Guidelines, Responsibilities and Safe Practices (GRASP)**
- **Confined Space Entry Program**
- **Sound Action Plan**
- **Ergonomics Fair**
- **Additional Ergonomics Training**

In addition to the above achievements, current activities being planned/developed in cooperation with the master health and safety committee include:

- **Ergonomic Process Training for new local ergonomic committee members**
- **Advanced ergonomics training for local ergonomic committee members**
- **Update original HAZCOM/WHMIS training program**
- **Safety training program for skilled trades employees**
- **Revised skilled trades health and safety training program**
- **Refresher training, e.g., HAZCOM/WHMIS, PMHV, Ergonomics, Confined Space and GRASP**
- **Certification training**
- **Orientation program for new CAW health and safety representatives, and company safety engineers**

The company also reaffirmed its dedication to the intent of this and related documents and will re-advise its local managements of their responsibilities under this and related documents. Specific problems regarding administration will be reviewed by the master health and safety committee. Further, where the union has serious concerns on health and safety issues affecting employees or where legislated standards and regulations apply, these will be appropriate matters for the master health and safety committee to review and provide guidance to the concerned facilities.

Specific issues discussed in this letter include:

1. master health and safety committee
2. local health and safety committee
3. health and safety representatives
4. health and safety training for local chairperson
5. "No Hands in Dies" policy
6. Energy Control/Power Lockout
7. safety measures – new or relocated equipment
8. assignment of employees to tasks in isolated locations or confined, closed-entry spaces
9. Safety Talks Program
10. air tests
11. preventative maintenance logs
12. Research Studies – Health and Safety
13. health and safety representatives – training
14. hazardous materials
15. Noise Abatement Program
16. medical surveillance
17. ergonomics
18. journeyman/woman health & safety training
19. heat stress
20. infectious and communicable diseases
21. personal protective equipment
22. **Guidelines, Responsibilities & Safe Practices (GRASP)**
23. **Powered Material Handling Vehicle (PMHV)**
24. **Confined Space Entry**

1. Master Health & Safety Committee

The company and the union confirm their willingness to continue the master health and safety committee which will meet at least quarterly at mutually agreeable times and places. A summary listing of the items discussed at the meetings including a response, to the extent possible, will be provided. The master health and safety committee will consist of two (2) representatives of the national union and two (2) representatives of the company. Each party will appoint

to the committee at least one (1) member who has professional training in industrial hygiene or safety.

Among those matters that will be appropriate for discussion by the committee are significant developments of a mutual interest in the health and safety fields, changes in the company's health and safety programs due to legal requirements or company policy revisions, review of the meaningful injury and illness experience of the company's plants, development of employee education and training programs related to health and safety, and procedures to minimize employee exposure to known harmful physical agents or chemicals.

In the course of these discussions, the company will disclose the identity of any known harmful physical agents or chemicals to which employees are exposed. In addition, the company will arrange for surveys of specific plants by persons appointed by the company who have professional training in industrial hygiene or safety at the request of the CAW national president. Results of such surveys, as well as regular plant surveys conducted by those persons will be provided to the national union. The arrangements we have made in the past for professional health and safety representatives of the national union to visit company plants in connection with particular health and safety problems will be continued.

The company also confirms its willingness to provide to the CAW/Ford national **health and safety co-ordinator current statistical data on industrial injuries and illnesses**, when available. Also, the company will continue to provide to the national **co-ordinator** prompt notification of fatalities and critical injuries resulting from work-related accidents.

The company will also continue to provide to employees who are exposed to known harmful physical agents or chemicals, at no cost to them, those medical services, physical examinations and other appropriate tests, including lung function tests and

audiometric examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.

**The plant doctor will be available to discuss privately with an individual employee the medical results of tests performed by the company.**

Additionally, the health and safety representative at each location will have access to the direct reading equipment for measuring noise, air contaminants and air flow, including smoke tubes, which is provided to local company safety representatives.

## **2. Local Health and Safety Committees**

Unless otherwise agreed to at **1993** local negotiations, the local health and safety committee shall consist of **two (2) certified** members from the company and two (2) **certified** members from the union. The members from the company will include the company safety engineer. The two member from the union will be the two **full-time** health and safety representatives in those locations which have two **full-time** health and safety representatives. In those locations which have one **full-time** health and safety representative, the second member of the committee will be the alternate health and safety representative. This committee will be the joint health and safety committee established at each location under the Occupational Health and Safety Act of Ontario. Each joint health and safety committee will meet at least once each month at a mutually agreeable time and place to review health and safety conditions within the plant and make such recommendations as necessary in this regard. The meetings will be co-chaired and minutes will be distributed. The master health and safety committee may be called upon by either member of the joint committee to assist the members in defining the roles of the joint health and safety committee thereby increasing its effectiveness.

**During 1993 negotiations the parties agreed, that given the existing training structure and developing training policy at Ford, certification training will be given to the full Joint Health and Safety Committees at all locations.**

**A CAW/Ford instructor, certified to deliver the program by the Workers Health and Safety Center will conduct one in-house training session in the Windsor area, and one training session in the Oakville area to accommodate the Joint Health and Safety Committee members. The instructor will be assisted by the labour relations planning manager and the health and safety coordinator.**

**When further certification training is necessary due to a change in the committee, the new Joint Health and Safety Committee member will be trained locally.**

The local health and safety committee will monitor the commitments contained in this letter.

**3. Health & Safety Representatives – Tuition Refund**

Employees appointed as full-time health and safety representatives pursuant to section 34.02 of the Collective Agreement who wish to enroll in courses of instruction relating to health and safety at approved educational institutions shall be eligible to apply for tuition refund for such courses subject to the terms and conditions of the company's Tuition Refund Program.

**4. Health and Safety Training  
for Chairperson – Certain Units**

Full-time chairpersons of the negotiating committees at those locations which do not have a health and safety representative may, upon request of the CAW national president, attend training or instruction programs provided by the company pursuant to section 34.02(d) of the Collective Agreement.

**5. “No Hands in Dies” Policy**

The company has long recognized and continues to recognize the importance of eliminating the potential danger resulting from the necessity for employees to place their hands into the point of operation of mechanical power presses. The company’s policy in this regard is as follows:

“Company policy has been and continues to be ‘No Hands in Dies’. Implementation of ‘No Hands in Dies’ in the plant requires provision for appropriate hand feeding tools, slide feeds, sliding bolsters, automatic or semi-automatic operation, die cutouts or other means and procedures whereby the operators are not required to place their hands into the point of operation. In addition, well-defined procedures for use of die blocks and safety lockouts and tags for maintenance and setup personnel are imperative.”

**6. Energy Control/Power Lockout**

It is recognized by both parties that the CAW-Ford Energy Control/Power Lockout Training Program has been implemented at all of the company’s plants. It is understood that each employee who is required to lock out equipment as part of his/her job requirement will receive this training.

To maintain effectiveness of the ECPL Program, annual refresher training will be provided as outlined in Industrial Relations Bulletin #100.

Necessary modifications to the ECPL Program for local conditions will be documented and reviewed by the local health and safety committee. Further, it was agreed that following negotiations the co-chairpersons of the master health and safety committee, with the local health and safety committees, would identify employees who are required to lock out equipment as part of their job requirements, and who have not received the training, and work with management to develop a timing schedule for completion of the training.



**7. Safety Measures – New or Relocated Equipment**

The company shares the union's concern regarding the timely installation of necessary safety measures on new or relocated equipment, and assures the union that it will give priority to such necessary measures on new and relocated equipment where these measures are required to protect the health of employees. In addition, union health & safety representatives are permitted to review jointly new plant layouts, new manufacturing equipment and major process changes where employee health and/or safety may be affected. **The company encourages members of the local health and safety committee to inspect, where practicable, such installations prior to start up with a view to providing recommendations to management.** Problems associated with the interpretation/intent of this letter shall be referred to the master health and safety committee.

**8. Assignment of Employees to Tasks in Isolated Locations or Confined, Closed-Entry Spaces**

The company undertakes that when such assignments involve what are locally recognized as work situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, provision of necessary protective equipment, communications systems, personnel surveillance arrangements, training, and, as required, adequate support personnel. Each local health and safety committee may review the work activities it considers to be hazardous for working alone and may make recommendations to local management for consideration.

**9. Safety Talk Program**

The parties discussed the company's efforts with respect to periodic safety talks with employees. These talks which are usually conducted by members of plant supervision serve the purpose of reminding

employees of the importance of safe work practices and encourage awareness of potential hazards in the workplace. Both parties share the view that conditions, equipment and processes differ by plant and that safety talks must, of necessity, be handled on a plant-by-plant basis.

The parties are aware that many individual plants and divisions have developed safety talk procedures which are effective in their design and manner of presentation and which, in some cases, make use of recording and other mechanical devices. The review of these programs is a proper subject for discussion by the health and safety committee so that this information may be communicated to other company locations for their evaluation. Further, the parties agreed that the content and delivery of the safety talks will be addressed by the local health and safety committees and that they may develop and recommend specific materials for inclusion in the programs. Additionally, the parties agreed that a review of these programs is a proper subject for discussion by the master health & safety committee.

Plant presentations on Safety Talks by health & safety representatives and safety engineers **were** included in the 1991 annual health & safety training program.

#### **10. Air Tests**

The parties discussed the sharing of the results of air tests taken inside the plants. The parties agreed to share the results of all air tests taken, whether they be personal or area samples, which directly reflect employee exposures to air contaminants in the workplace. Such sharing is to take place between the members of the local health and safety committee.

Further, upon receipt of air test results at the plant the local health and safety committee shall receive the results without delay.

**In addition, requests for chemical, physical and biological exposure monitoring may be reviewed**

**with an industrial hygienist. Sampling may be conducted by the industrial hygienist or by a member of the local health and safety committee under the direction of the industrial hygienist when deemed appropriate.**

**11. Preventative Maintenance Logs**

The company confirms that it will continue to give the local health and safety committee the opportunity to review preventative maintenance logs. The company will prepare a letter for distribution to the plants that stresses the need and importance of established Preventative Maintenance Programs with regard to health and safety-related items.

**12. Research Studies**

The parties devoted considerable attention to the subject of occupational health within groups of company employees represented by the CAW.

The company recognizes that there is value in health research and will pursue jointly with the CAW proposals for occupational health and engineering control research studies by reputable institutes and/or universities. It was understood that such research would be funded by other than company sources. Such proposals shall be evaluated by the master health and safety committee.

**13. Health & Safety Representatives – Training**

The company has agreed that when a health and safety representative appointed under article 34 of the Collective Agreement is engaged in management-approved health and safety training activities of one full shift duration or longer, the company will provide pay for **scheduled hours worked** to the health & safety representative. The employee who has been designated as the regular replacement by the CAW national president may be activated while the health and safety representative is engaged in these training activities.

#### 14. Hazardous Materials

The parties discussed the need to have information on all hazardous chemicals before they enter the plant.

**The company supports the principle of toxic use reduction through its policy and programs. Materials and processes shall be formulated to reduce/eliminate, wherever feasible, constituents that are considered potentially hazardous or that could possibly harm the environment or health of the customer or employee or adversely affect the occupational safety of an employee. Toxicity of potential substitutes shall be considered in this process.**

The company assured the union that it intends, by means of its Materials and Toxicology System, to evaluate hazardous materials before introducing them into the workplace. This program includes hazardous materials which a contractor would use on our premises and to which company employees would be exposed. The company will continue its efforts in this regard, and the local health and safety committee will review local procedures for approval of all hazardous materials coming into the plant.

Additionally, the company agreed that the health and safety representative(s) will remain a member of the plant hazardous materials control committee and that a copy of the local Hazardous Material Catalogue would be supplied to the local health and safety committee for its use.

It is understood that use of these catalogues and the contents therein, and any other information provided, shall be limited to the purpose of evaluating a process, job or hazard and shall not be reproduced, published and/or distributed for any other purpose. Further more, where there is a specific concern regarding a hazardous material, the local health and safety committee will be provided with additional pertinent information.

Notwithstanding the above, the company recognizes there may exist from time to time a legitimate need for

more information. The company assures the union it will endeavour to address this need in a timely manner,

**15. Noise Abatement Program**

The **company will continue to administer a noise control and hearing conservation program which emphasizes the reduction of noise exposure to employees.** The company reaffirmed its commitment to this program and assured the union that there will be an ongoing effort to address noise concerns where levels are above the legislated levels, particularly with the introduction of new equipment, machinery and technology as part of plant modernization and new facility installations. **The company will make all reasonable effort to ensure the purchase of new equipment which meets corporate guidelines.** Furthermore, it is to our mutual benefit for the local health and safety committee to identify and prioritize noise areas, oversee noise abatement across the plant, and to make appropriate recommendations. It is understood that this will include a review of the sound survey results.

The company will instruct the management of each plant to review annually with the local health and safety committee in sufficient detail the noise abatement programs currently in effect and those it is planning to undertake. Management will supply this information to the local health and safety committee in writing, with the understanding that the committee will have ample opportunity to discuss the noise abatement program with management and make recommendations designed to improve upon it.

The parties further agree to conduct audiometric tests annually for those employees who work, on a regular basis, in areas where noise exceeds 85 decibels (dBA). Permanent records of noise will be maintained at each plant.

**16. Medical Surveillance**

Since the union expressed a desire to be informed when safety-related medical surveillance programs are being conducted at company locations, the company advised the union that the plant physician will meet with and inform the local health and safety committee of these programs.

In addition, the company medical director may attend master health and safety committee meetings when specific discussion items are raised in advance by members of the master health and safety committee.

**17. Ergonomics**

The company assured the union that it is committed to efforts, where feasible, to improve the interface of employees with the workplace.

Each assembly, manufacturing unit, and parts distribution centre of 125 or more employees will establish a local ergonomics committee with the objective of introducing and exploring ways to reduce injuries or illnesses through the application of ergonomics. The ergonomics committee will include the company safety engineer, union health and safety representative, time study committeeperson or a union designate where a time study committeeperson does not exist, and a member of the industrial engineering department, or another qualified member of management who has company responsibility for ergonomics.

**During 1993 negotiations the company and union reaffirmed their support for the ergonomic process and the mutual advantages of an effective local ergonomics committee. The parties agreed that an integral part of the ergonomic process is an ergonomic review of new jobs/workstations. The parties agreed that in carrying out job station design at introduction of new process or procedures or the changing of job assignments all industrial engineers shall refer to an ergonomic check-list.**

Each location may develop a program to provide to employees external appliances, i.e. wrist, elbow or knee braces when the need is recognized by the company doctor for a medical reason. It should be recognized that these appliances are not a permanent solution to the problem.

When such a device is prescribed the medical department will advise the plant local ergonomics committee for a possible job ergonomic improvement.

**18. Journeyman/woman Health and Safety Training**

The 40-hour health and safety training program will continue to be given to new employees listed in Appendices "F", "H", "K", and "P". In addition, the 80 hours of formal health and safety training will continue to be included in the local apprenticeship program.

**19. Heat Stress**

During 1990 negotiations, heat stress conditions for individuals and groups were discussed.

It was agreed that the master joint health and safety committee, together with input from local joint health and safety committees would discuss ways of reducing the impact of heat stress. Heat stress training was provided to the health and safety committees. This training included discussions of guide lines for acceptable limits, monitoring of hot environments, equipment and control methods.

When suspected heat stress conditions prevail, the local joint health and safety committee will investigate and evaluate the environmental and ergonomic conditions and inform plant management of their findings.

**20. Infectious/Communicable Diseases**

During the 1990 negotiations, the parties discussed the union's concerns of infectious and communicable diseases arising in and from the workplace. The com-

pany medical director **met** with the master health and safety committee with respect to new developments on procedures of notification, communication and education. **In addition, AIDS training was conducted at the 1991 annual training.**

**21. Personal Protective Equipment**

The company and union had discussions regarding the selection of protective equipment which the company selects and requires employees to wear. The parties agree that the proper selection, maintenance, and use of personal protective equipment plays a significant role in the reduction of workplace injuries and sicknesses. The company and union agree that the health and safety committee may make recommendations to plant management on the type of protective equipment best suited for use at the plant, and on procedures to ensure that the protective equipment is properly maintained and used by the designated employees.

Problems associated with the interpretation of this letter shall be referred to the master health & safety committee.

**22. Guidelines, Responsibilities, and Safe Practices (GRASP)**

**The master health & safety committee has developed and implemented the GRASP training program designed to train: (1) committeepersons, supervisors, and superintendents on their health and safety roles and responsibilities; and (2) all employees on job hazard recognition. The program provides for a job safety analysis (JSA) for each job or group of jobs in a specific work area. JSA safe job procedures should be reviewed with new employees during the training period process.**



**23. Powered Material Handling Vehicle (PMHV)**

**Powered Material Handling Vehicle (PMHV) Program training was designed to instruct operators of material handling industrial trucks in the safe operation of their vehicles. The parties agree that prospective operators should receive the appropriate CAW-Ford PMHV training and properly satisfy certification requirements prior to operation of powered material handling vehicles.**

**24. Confined Space Entry (CSE)**

**The master health & safety committee developed and implemented a comprehensive confined space entry training program for permit issuers, rescue team members and entrants/attendants. Permits are only issued by trained permit issuers. Entry to confined spaces is restricted to trained entrants/attendants. Rescue teams will receive refresher training annually on practice rescues from typical confined spaces.**

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, LIMITED  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: **B. Hargrove**

---

October 18, 1993

Mr. **B. Hargrove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During the **1993** negotiations, the company and union discussed the advantages that effective health and safety training provides to supervisors and union representatives in enabling them to more effectively carry out their responsibilities in maintaining safe and healthy working conditions in the plants.

Accordingly, the parties agreed that the Master Health and Safety Committee shall develop a 24 hour health and safety related training program that would be provided to union representatives. The training will be conducted during the term of the Collective Agreement and may be in increments of up to 8 hours as determined by the Master Health and Safety Committee. The local health and safety committee will conduct the training in the plants.

The health and safety training program will include training on legislation, ergonomics, procedures to handle employee safety concerns, and procedures to reduce work refusals in the workplace.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

October 18, 1993

Mr. **B. Hargrove**  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW – Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

Discussions were held concerning the appointment, duties and responsibilities of a CAW national health and safety co-ordinator for the term of the **1993** Collective Agreement. The co-ordinator will be appointed by the CAW president and will be based at **the CAW Regional Office**. Any complaints, should they arise, relative to the co-ordinator's performance may be referred to the president's office.

The co-ordinator's role is to promote a policy of problem solving, internal responsibility, and a non-adversarial relationship between the parties.

The co-ordinator will work with company and union representatives on improving the problem solving techniques and effectiveness of joint health and safety committees, and developing procedures to minimize work refusals under the Occupational Health and Safety Act.

The national health and safety co-ordinator may also counsel the local health and safety committees and make recommendations to improve the performance of these committees in maintaining a safe and healthful working environment. The co-ordinator may meet with plant management to discuss recommendations and approaches to improve existing health and safety policy and procedures including training, inspections and audits. In discussions on this subject, it was understood that while management

may agree to accept recommendations in these areas, the final decision to act upon the suggestions remains that of management and will be based on legislation, practicality, and good business decisions.

**The national health and safety co-ordinator may visit all plants and offices of CAW represented employees and access will be provided upon reasonable notice. The coordinator may also jointly visit the represented parts distribution centres.**

The co-ordinator, **working jointly with the labour relations planning manager**, will put forth his/her best efforts to develop a working relationship with management to effectively function in this position.

Finally, it is earnestly hoped by both parties that this innovative approach to the improvement and development of existing legislated and negotiated training based on a greater sharing of the responsibility for encouraging co-operative relationships in health and safety, will continue to lead to a situation considered satisfactory to both the union and management.

The parties agreed that the above arrangements, which were originally negotiated in 1987 and the subsequent evolving relationships and expanding responsibilities have worked well for the company and the union.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

This letter will confirm that for the term of the 1993 Collective Agreement the company will pay the national health and safety coordinator for 48 hours at the straight-time rate of the metal patternmaker – leader classification. It is understood that absences for which the coordinator is paid holiday pay or Paid Absence Allowance (PAA), or is on vacation, will be considered time worked for the purpose of this document and the pay received for such holiday, PAA, or vacation will be considered time paid in the week it occurs.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During 1993 negotiations the company and union discussed their shared concern for the environment. The parties acknowledged the joint efforts that have been made at the local levels with respect to the environment. The company and the union agreed that it would be beneficial to share among the various plants what each one is doing with respect to environmental activities.

In this regard the company and union agreed that the labour relations planning manager and national health and safety co-ordinator would convene an annual meeting of a representative from the company and a representative from the union from each plant location to discuss environmental activities at our facilities. It is hoped that this innovative approach will increase environmental awareness within Ford of Canada.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties discussed a special subsidy towards the purchase of construction safety boots (green patch). The company agreed to pay seniority employees actively at work up to seventy-five dollars (\$75.00) toward the purchase of safety footwear from company-approved sources, once during the term of the 1993 Collective Agreement through the payroll deduction program under the following circumstances:

1. An employee has used his/her \$75.00 rebate applicable within the twelve month rebate period when he/she is required to work in a construction area designated by the company requiring green patch shoes, or
2. An employee used one of his/her three subsidies to buy green patch shoes to work in a designated construction area and is permanently assigned work outside the construction area within the same contract year.

It is understood that if the shoes are purchased for less than seventy-five dollars (\$75.00), the amount paid by the company will be the actual cost of the shoes. An employee

who elects to purchase safety footwear in accordance with this understanding will be required to wear such footwear on the job.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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November 18, 1984

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the current negotiations the parties discussed vacation scheduling and payment procedures during a vacation shutdown period in which a holiday(s) occurs.

This will confirm the understanding reached that when a holiday(s) as defined in section 25.01 occurs within the week of the plant's scheduled vacation shutdown, an employee may elect to convert the holiday(s) hours to which he is eligible to Excused Absence Allowance hours



to be scheduled under the terms of my letter to all industrial relations managers dated November 18, 1984. Such hours will be in addition to those excused absence allowance hours for which he is otherwise eligible. It is understood that the employee must declare this election prior to the vacation shutdown.

Yours very truly,  
A. W. Hanlon  
Vice President,  
Industrial Relations

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November 18, 1984

Industrial Relations Managers

Subject: Excused Absence Allowance – UAW Hourly Employees

The eligibility requirements, pay provisions, procedures and general rules as set forth below are to be used in the administration of article 26, section 26.06(d).

Eligibility Requirements

1. Absences because of personal illness or other personal reasons must be excused by the employee's foreman for an absence payment to be made.
2. In the case of personal illness, detailed proof will usually not be required when the employee's absences are no more frequent than what could be reasonable expected of the normal employee. However, if an employee's attendance record is such that there is good reason to doubt the validity of a particular absence, a request for an excused absence payment

may be denied unless the absence is substantiated by convincing proof.

3. In the case of other personal reasons, request for excused absence payments should be made in advance when the employee is reasonably able to do so. When the employee is not excused in advance and there is good reason to doubt the justification for failure to have been excused in advance, a request for an excused absence payment may be denied.
4. Notwithstanding No. 3 above, requests for excused absence payments for other personal reasons shall be granted provided that: (a) the employee makes a written request on a form supplied by the company at least one week in advance of the requested day; (b) there will be no adverse impact on operations (and if more than one employee desires the same day off, this will be taken into consideration when determining operational impact); and (c) if more employees, working for the same immediate supervisor, request the same day off than can be accommodated, the first employee(s) submitting a written request shall be granted the day off.
5. Notwithstanding Nos. 2 and 3 above, supervision should, in considering requests for excused absence payments for the day immediately prior to, or following a holiday(s), be guided by criteria now used to determine holiday pay eligibility when employees are absent on these days; that is:
  - (a) Absences because of claimed illness must be medically substantiated before an excused absence payment is made.
  - (b) Absences because of other personal reasons ordinarily must have been excused in advance.
6. Inasmuch as Saturdays and Sundays are not normally considered part of the vacation period, excused

absence payments may not be made for these days when an employee is absent from scheduled work, except that, in the case of a seven-day operations employee, an excused absence payment may be made when Saturday or Sunday is part of the employee's 40-hour scheduled work-week.

7. In scheduling portions of the 60 excused absence allowance hours as additional vacation, such time must be added to other scheduled vacation time and not scheduled as separate days or parts thereof. Depending on production and vacation scheduling requirements, these hours may also be used as extra vacation in other ways as well – again, so long as they are added to other vacation time. Alternatively, the employee may request to be paid in lieu of all or part of the additional vacation time.
8. For purposes of section 26.06(d), “additional scheduled vacation time” shall be the scheduled number of hours that exceed the total amount of other vacation hours for which an employee is eligible.
9. The company's right to schedule vacation does not extend to the 60 hours provided for under section 26.06(d) unless the employee elects to use such hours as additional vacation. An employee does not have to schedule these hours as vacation. However, once all or a portion of these hours have been requested as additional vacation and are so scheduled, the employee may not revoke this designation without company approval for the purpose of using such hours for excused absence payments.

#### Pay Provisions

1. An excused payment shall be paid on the same basis as regular vacation, i.e., at the employee's basic hourly rate, inclusive of shift premium but exclusive of all other premiums, on the date such period begins.

2. Hours for which excused absence payments are made shall not be considered as time worked for purposes of determining overtime premiums.

#### Procedures

1. The employee should make application for an excused absence payment for personal illness or other personal reasons on revised form (Vacation/Excused Absence Pay Request).
2. When completed, the form should be distributed by the foremen as follows:

Original – Payroll

Duplicate – Timekeeping

Triplicate – Supervision-Plant Office

Quadruplicate – Employee

The “Supervision-Plant Office” copy should be used for two main purposes: (1) to maintain a current record of each employee’s hours of vacation/excused absence allowance; and (2) to record excused absence days as such on individual employee absenteeism records maintained at many locations. For this latter purpose, if such records are maintained by the plant employment activity, arrangements should be made with the timekeeping activity to obtain a regular report of employees receiving excused absence payments.

3. Regardless of whether an excused absence payment is made for a particular day(s) of absence because of personal illness or other personal reasons, such time will continue to be recorded as absent time on the foremen’s Daily Report of Time in the same manner as heretofore.

#### General Rules

1. In order to qualify for holiday pay, the employee must work the scheduled working days prior to and following the holiday(s).

2. Hours for which an employee receives an excused absence payment shall be used in computing future service credits under the Retirement Pension Plan, except when the employee is paid in lieu of time off work.
3. Any week, or part thereof, in which an employee is absent and receives an excused absence payment shall be counted for accruing SUB credit units.

Any questions regarding this communication should be directed through organizational channels to Labour Relations and Hourly Personnel, Central Office.

A. W. Hanlon  
Vice President,  
Industrial Relations

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations the parties discussed the circumstances where the date of observance of a holiday defined in section 25.01 of the Collective Agreement occurs within a week established by the company as the vacation period.

The company advised the union that arrangements had been made by letter in 1984 to allow an employee to elect to convert the holiday(s) hours to which he/she is eligible to Excused Absence Allowance hours. In response to the union's concerns that employees do not observe the holiday but opt for pay-in-lieu, the company agreed to implement a number of administrative changes to ensure that eligible employees take an alternate day off with pay during the calendar year.

When a holiday(s) defined in section 25.01 occurs in a week of a plant's scheduled vacation shut-down, holiday pay for eligible employees will not be paid. Each employee will be canvassed and a mutually-satisfactory **alternative** date will be determined for each employee to take the time off with pay. Arrangements will be made to pay eligible employees the holiday pay to which they are entitled at that time.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

The company and the union, as provided for in section 25.04 of the Collective Agreement dated October 18, 1993 hereby record their agreement that for the years 1994, 1995 and 1996 the day of observance of the Canada Day holiday shall be Friday, July 1, 1994, Monday, July 3, 1995 and Monday, July 1, 1996 and the terms and provisions of the Collective Agreement dated October 18, 1993 shall be read and construed accordingly.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

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October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

As discussed during the current negotiations, this will confirm that during the term of the new Collective Agreement, in the event a full, permanent closing of any plant, parts distribution centre or other individual facility or group of facilities constituting a bargaining unit under Sections 2.01, 2.02, 2.03, 2.04, 2.05 of the Collective Agreement would be required, the company will give written notice to the Canadian director of the international union as far in advance as possible. The notice will include the reason the company is considering closing the plant, a projection of the date of such closing and anticipated alternative sourcing if any. Thereafter the union will be afforded the opportunity to discuss the matter and management will give appropriate weight to the union's comments in reaching a final decision.

Yours very truly,  
S. J. Surma  
Vice President,  
Industrial Relations

Concur: R. White



October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

Subject: Local Joint Opportunity Forum

Since 1942 the Ford-UAW labour-management relationship has been in a state of evolution. At various times through the years changes occurred slowly, almost imperceptibly. At other times, changes were both rapid and major as the parties moved to respond to altered circumstances and important challenges.

As a result of more than 40 years of such change, the Ford-UAW relationship is dramatically different today than it was when the union and the company signed their first collective Bargaining Agreement.

Both parties recognize that the need for change continues – that prosperity, secure employment, and the mutual interests of all depend upon our ability to meet the competitive challenge of today's market through growth, development, and adaptation. Perhaps most of all, the parties realize they must explore new methods of resolving their honest differences in orderly, rational ways.

Both parties also recognize that positive change is possible only when progressive, cooperative attitudes exist at all levels of our two organizations. Where we find such attitudes are lacking, the company and the union must work vigorously to instill them.

During these negotiations the union expressed the need for new approaches to the ways the parties conduct their business with each other. To provide such a new approach, to facilitate the process of continuing evolution and change, and to move the parties forward to new thresholds, Ford and the UAW have agreed to establish a Joint Opportunity Forum that is intended to function – at the local levels – as a highly visible new adjunct to the collective bargaining process.

This forum does not replace collective bargaining, nor does it interfere in any way with the parties' grievance procedure. Rather, it provides a new framework designed to promote better management-union relations through better communications, systematic fact finding, and advance discussion of certain business developments that are of material interest and significance to the union, the employees, and the company.

The parties regard the new Joint Opportunity Forum as a major progressive step. It will promote understanding, improve relationships, and prevent disputes by providing for ongoing, constructive, and cooperative problem solving. Both the company and the union have pledged to bring good faith diligence to the new process and to be responsive to issues and concerns raised by the other party.

It is understood that the make-up, organization, and procedures of the Joint Opportunity Forum are not subject to the grievance procedure of the parties' collective bargaining agreement.

The parties recognize that information to be made available frequently is of a sensitive nature and may have important competitive implications. Accordingly, they agree that information and data shared at these meetings will be accorded appropriate confidential treatment and will not be disclosed to outside firms, agencies, or persons without the consent of the party providing it.

The lists of matters to be dealt with are illustrative, and topics, including those listed, are always subject to the mutual agreement of the parties.

The make-up and organization of the forum will be entirely at the discretion of the local parties. However, it is suggested that meetings will be held at least quarterly, and meetings may be held more often if mutually agreed by the parties.

The local forum may deal with a variety of matters having special interest to the employees, the local union, and the management of the plant. Among these might be:

- Finding ways to improve two-way communications at the location.
- Discussing the plant's general operations and certain business developments, within the scope of available knowledge and the plant's responsibility.
- Determining principal matters of concern to the employees, the union, and management.
- Discussing the quality of the plant's products and other general indicators of performance, including the plant's safety record.
- Discussing and clarifying general plant administrative matters (e.g., inter-departmental relationships and internal communications procedures) and improving approaches and attitudes.
- Addressing other matters the local parties agree are appropriate for discussion.

Periodically, the local forum will be given financial and business presentations prepared by the company's labour relations staff and finance staff and by the UAW. These presentations will be developed to keep the local union leaderships and the employees informed about the performance and outlook of the company as a whole.

Agendas for meetings of the local forum will be established jointly. Each party will provide reasonable advance notice of the subjects it wishes discussed. Local forums may issue reports to the company's vice president – industrial relations and the Canadian director of the UAW if they wish.

The company's vice President – industrial relations and the Canadian director of the UAW or their designee

representatives will periodically visit the company facilities to review and discuss information on issues and concepts important to the forum's mission and will maintain liaison with the local forums to assist and encourage them as appropriate.

Yours very truly,  
**S. J. Surma**  
Vice President,  
Industrial Relations

Concur: R. White

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October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the current negotiations the company reaffirmed that it is not the company's intent to schedule a series of temporary layoffs to avoid plant-wide layoffs or bargaining unit-wide seniority adjustments.

While the company acknowledged the union's concern with respect to the seniority provisions of the Collective Agreement, it was pointed out that the scheduling of downweeks is dictated by current market conditions and the need for the company to respond quickly by adjusting to customer demand.

In this regard the company assured the union that while operating in this manner, it would continue to be mindful of the union's concern regarding the application of seniority under the Agreement. Further, the company will, if requested, undertake to provide the local union with an opportunity to comment on projected production schedules involving downweeks.

Should any question arise between a local union and the company during this Agreement concerning the application of the seniority provisions as they pertain to sections 15.14(a)(iii), 15.33(a)(iii), 15.66(a)(ii) and 15.83(a)(iii), either party may request the assistance of the U.A.W. director for Canada and the vice president, industrial relations of the company.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

Concur: R. White

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November 18, 1984

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW- Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1984 negotiations the parties discussed and reaffirmed their mutual commitment to the principles

embodied in Mr. S. J. Surma's letter of October 10, 1982 as follows:

Ford Motor Company of Canada, Limited **recognizes** the importance of the employment it affords its employees and shares the desire of the union to preserve those jobs, to **re-** establish the need for those jobs lost and to create new jobs. The company reaffirms its objective to remain a viable domestic enterprise and a major Canadian employer and declares its intention to achieve a competitive posture within a framework which contributes to the job security of employees and which is responsive to the changing dynamics **characterizing** our industry.

Consistent with our mutual desire to **utilize** the full range of employees' abilities to contribute to these objectives, the company agrees to make every effort to maintain employment opportunities equivalent to those now encompassed by the bargaining units identified under sections 2.01, 2.02, 2.03, 2.04, 2.05 of the Collective Agreement, including its best efforts to replace jobs which may be lost by outsourcing action and commits itself to create, where feasible new prospects for growth.

In addition, Ford joins with the UAW in supporting the principle that manufacturers who participate in the Canadian market should provide jobs, pay taxes, and support the economy of the market in which they sell. As you know, Ford Motor Company has for decades based its operations throughout the world on this very principle. We believe that, over the longer run, no alternative policy can prevail if there is to be fairness and balance among the major trading nations of the world.

Ford of Canada commits to support governmental acceptance of this principle, so that foreign producers will be encouraged to make their fair contribution to actions that will restore jobs to Canadian automotive workers.

The principles expressed in this letter will contribute significantly to the cooperative spirit for the company and the union to work together in providing Ford of Canada's employees improved job security.

Yours very truly,  
A. W. Hanlon  
Vice President –  
Industrial Relations

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October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW- Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the current negotiations, the parties discussed outsourcing and its impact on the union's members.

While the company retains the ultimate discretion as to final sourcing decisions, the parties agree that discussions and reviews regarding such matters can bring into sharper focus, in specific instances, factors which can impact such decisions and provide the opportunity for meaningful union input before such decisions are made.

It is recognized such decisions are dependent upon the company's ability to be cost competitive, technologically competent, and upon the degree to which the company's resources can be allocated to further capital expenditures which might be required.

Accordingly, each plant manager and members of his staff will meet with local union representatives to provide a means of regularly addressing mutual concerns which pertain to sourcing decisions and their potential impact upon the workforce.

It is understood that discussions regarding sourcing may involve information which must be kept confidential until the company consents to its release.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

---

October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During discussions of job security issues in these negotiations, the union indicated one of its concerns was the potential adverse effect on Canadian employment of job security provisions recently negotiated in the United States.



While there are a number of factors which influence business conditions which, in turn, can affect employment levels, the job security program in the United States does not require an adjustment in Canadian employment levels to fulfil the conditions of the program.

If business conditions make it necessary to reduce unit volumes at a Ford of Canada location, the parties will meet to discuss the circumstances before final decisions are made which would affect employment levels.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

---

October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1987 negotiations the parties discussed the changing nature of the auto industry in Canada and the potential impact such changes may have upon employment security.

The parties agree that quality, operating efficiency, and work relationships are important to the continuing viability of Ford Canada. To implement these goals and objectives, Ford Canada and the CAW agree to the establishment of task forces at the local levels to focus on quality and efficiency and to maintain an ongoing dialogue to focus on cooperative efforts that would result in improvement in areas of quality and efficiency.

The task forces will be established at the local level and will consist of the plant manager and other members of the management operating committee selected by the company, and the plant chairperson, the local union president, and if necessary, the local negotiating committee.

The task forces will meet on a regular basis and, if necessary, will have the assistance of the representatives from the national CAW and the industrial relations department of Ford Canada.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations the parties discussed the structuring of the two separate maximum company liability amounts for the Income Maintenance Benefit Plan and the Voluntary Termination of Employment Benefit Plan.

The parties agreed that in the event that anticipated utilization of one benefit alternative relative to the other results in a significant imbalance in the remaining liability amounts relative to anticipated benefits, the parties will meet to discuss the appropriateness of making adjustments within the combined total Fund liabilities of the Plans to ensure that employee benefit demands can be met.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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September 24, 1990

Mr. Robert White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1990 negotiations the parties discussed the extensive structural change that has already, and will continue to take place, in the North American automotive industry. Our discussions focused on two key aspects of this complicated issue: the need to maintain each Ford of Canada location as a productive manufacturer of world class quality products in the North American automotive market and to ensure that Ford of Canada employees, who contribute to the success of the company, have their jobs and incomes protected as restructuring actions are taken. In addition, we have recognized the importance of the parties at both the local and national level continuing an ongoing dialogue about all the aspects of the business to ensure that the important goals are achieved.

With these objectives in mind, we have agreed that the understanding listed below will govern the parties in the event that restructuring or productivity-related actions may result in permanent job losses. These permanent job losses are those occasioned by specific actions taken by the company. For example, outsourcing, the introduction of new technology, sale of part of the company, and consolidation of operations would be actions contemplated by this understanding. The understanding would not apply to normal cyclical fluctuations in demand or the reduction of employees on 'temporary' assignments. It is also understood that

this program does not replace the ongoing discussions which continually take place at the local level regarding production standards and manpower requirements.

- I. Where such permanent loss of jobs is considered, one year notice will be provided to the union in the case of plant closure and six months notice will be provided to the union in the case of a potential permanent job loss related to a restructuring as referred above. The information supplied to the union will include the number of employees who could potentially be impacted and the rationale for the decision. It is understood that the information will be used for discussions between the parties and the workforce, and will be considered confidential. The union will have the opportunity to make proposals which could alter or modify the decision.
2. During the course of these discussions, the objectives of the parties will be the retention of the jobs in question. To that end, the parties will discuss opportunities to retain or replace the jobs which are being discontinued. The union will have thirty days from the date of notice to make proposals which could make it feasible to retain or replace the jobs in question.
3. If job losses become unavoidable and management decides to reduce the size of the workforce, every effort will be made to use attrition to manage the required reductions. The use of attrition is the subject of a separate letter between the parties.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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September 24, 1990

Mr. R. White,  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario,  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations, the parties discussed the competitive nature of the auto industry in Canada and the potential impact upon job security for Ford of Canada employees.

During these discussions the company addressed the importance of quality as one of the critical factors which can influence long-term viability of each of Ford of Canada's facilities. In this regard, the company reviewed in detail with the union specific quality initiatives that are being introduced to ensure that the best possible quality standards are achieved. Examples of some of these programs reviewed include the Q1 process for assembly plants, the application of the principles of Managing By Facts, including the introduction of Statistical Process Control methods and Base Department Zero Defect Programs, Area Management, and a significant commitment to employee training to enhance operator skills.

The parties agree that the application of these processes is important to achieving the quality objectives essential for the ongoing viability of each Ford Motor Company of Canada, Limited facility.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

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September 24, 1990

Mr. Robert White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1990 negotiations, the parties discussed the restructuring of the St. Thomas Assembly Plant as a result of the introduction of the EN53 model and CAFE requirements. The union expressed concern for the potential loss of jobs caused by the restructuring and the desire to seek replacement work should such permanent job losses occur. Seat and fascia storage and sequencing operations scheduled for the Middlesex-Elgin warehouse and certain driving operations currently being performed by Auto

Haulaway personnel were identified as jobs of particular interest to the union.

This will confirm that, in accordance with the letters of understanding dated September 24, 1990 regarding job and income security, plant management will discuss with the local union the feasibility of placing the above-mentioned operations in the bargaining unit. In those discussions the company will share with the union relative information, e.g. comparative labour costs, capital investment requirements, facility requirements or constraints and contractual or legal obligations. It is understood by the parties that quality, technology, cost, timing and statutory requirements are all important criteria in determining the feasibility of placing work in the plant.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1990 negotiations the company discussed the confidential nature of the circumstances which are normal-



ly associated with a sale of all or part of the business. The parties agreed that it may not be practical in every instance to provide the union with appropriate notice as contemplated in the letter regarding job and income security. The company agreed, however, that it would advise the union as far in advance as possible when contemplating a sale of all or part of the business.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations, the parties agreed to a number of arrangements which will govern the parties in the event that restructuring or productivity-related actions result in permanent job losses.

In response to concerns raised by the union regarding restructuring or productivity-related actions and their potential impact on maintenance and construction work, the company reaffirmed the principles and procedures with

respect to the letting of outside contracts for maintenance and construction work specified in section 3.04 of the Collective Agreement and letters to the national union dated April 23, 1968, November 4, 1979, and October 10, 1982, as well as utilization of non-company sources for tool and die and metal patternmaking work as described in the letter dated November 4, 1979.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

**Mr. B. Hat-grove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the **1993** negotiations, the parties discussed circumstances where permanent job losses occur at a stand-alone company plant over a period of time and results in workforce reductions that leads to a decision to close the plant.

The company confirmed that the options and benefits for stand-alone plant closures outlined in **the** letter **dated**

**September 24, 1990** would be made available to such laid off employees in the event such circumstances occur during the term of the **1993** Collective Agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

**Mr. B. Hargrove**  
**National President**  
**National** Automobile,  
Aerospace and Agricultural Implement  
Workers of **Canada (CAW-Canada)**  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During the current negotiations the parties discussed the job counselling and job placement assistance needs of employees permanently laid off as a result of a plant closing. These discussions resulted in the parties acknowledging their mutual responsibilities to assist such employees in their efforts to secure suitable alternate employment. Accordingly, it was agreed that in those instances, if any, where employees are permanently laid off as a result of a plant closing the parties will jointly develop, in co-operation with applicable federal and, or, provincial agencies, **an adjustment committee** designed to help them secure alternate employment.

**In the event of plant closure the company agrees to the establishment of an equipped in-plant Action Centre to be staffed by the full-time union coordinator.**

**The in-plant coordinator will be appointed by the local chairperson from the in-plant representation.**

**The joint adjustment committee after receiving 3 days of training will function to (1) seek government financial assistance (2) conduct individual one (1) hour needs assessments (3) direct employees to the appropriate government agency as determined by the needs assessment.**

**Near the end of their employment, such employees will be offered eight (8) hours of counselling/training.**

**The company also agreed that, for those employees permanently laid off as a result of a plant closing, tuition costs for taking basic upgrading courses such as English, Mathematics, Computer Awareness and Blueprint Reading will be paid in accordance with the provisions of the company's Tuition Refund Program. Employees attending upgrading training as a result of Adjustment Committee activities, will attend such training during their non-working hours.**

Yours very truly,  
**D. J. McKenzie**  
Vice President,  
**Employee Relations**


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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties discussed methods of providing retirement incentives to employees



who are retirement eligible under the Regular or Special Early Retirement provisions of the Retirement Pension Plan, on the date of a plant closing or permanent job loss identified under the Job and Income Security Program.

Accordingly, after September 15, 1993 any employee who is retirement eligible under the provisions of the Job and Income Security Program as of the date of the closure or permanent job loss, will be given the option of taking a Retirement Allowance of \$35,000.

The parties agreed that receipt of the Retirement Allowance is in lieu of any SUB entitlement that may have been provided under the provisions of the Job and Income Security Program and the SUB Plan.

Acceptance of this option will result in the immediate retirement of the employee.

All payments made under the terms of this agreement will be recoverable from future SUB contributions on a dollar for dollar basis for all pay periods in which SUB contributions exceed the total amount of Regular Benefits paid and the Percentage Relationship of Fund Assets to Maximum Funding is greater than 40%.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties agreed that in the event of a stand alone plant closure pre retirement income maintenance program (PRIMP) benefits will be payable to eligible employees based on the following terms and conditions:

- (i) Eligible employees are those employees at the affected plant:
  - (a) who are between age 50 and 55 with at least 10 years of credited service at the date of the plant closure and are not eligible for Regular Early Retirement; or
  - (b) who are at least age 48.1 but under age 50, with at least 9.1 years of credited service at the date of plant closure, who are placed on layoff and who then attain age 50 with at least 10 years of credited service.
- (ii) Eligible employees will receive monthly PRIMP benefits equal to (a) the sum of the basic and supplementary benefit rates in effect under the provisions of the applicable pension plan at date of commencement of PRIMP benefits, multiplied by (b) the employee's credited service at the date of plant

closure or, if later, the date at which the employee attains age 50 with at least 10 years of credited service;

- (iii) Unless otherwise elected by both the employee and the surviving spouse (as defined in the applicable pension plan), PRIMP payments will be reduced by 5% of the amount calculated in (ii) above, excluding any supplementary benefit amount, in order to provide PRIMP benefits to the surviving spouse, in an amount equal to 60% of the portion of the employee's PRIMP benefit which is based upon the basic benefit amount, after the application of the 5% reduction. In the event the employee's spouse predeceases the employee, the employee's unreduced PRIMP benefit will be payable, upon notification of the death of the spouse.

PRIMP benefits will be payable until the first date at which the employee is, (or would have been eligible in the event of the death of the employee), eligible for Special Early Retirement:

- (iv) On each October 1 following their commencement, PRIMP benefits will be recomputed in accordance with PCOLA adjustments applicable to employees retired under the pension plan on or after October 1, 1993.
- (v) Employees or surviving spouses in receipt of PRIMP benefits would be eligible for Special Early retirement benefits from the applicable pension plan at age 55 (or at the date the employee would have attained age 55, in the case of a surviving spouse), at which time the calculation of the pension payable will be based on the employee's credited service and benefit rates at the time of plant closure or, if later, the date at which the employee attains or would have attained age 50, adjusted for PCOLA;

- (vi) Employees and surviving spouses will be eligible for continued health care and group insurance coverage when in receipt of PRIMP benefits.
- (vii) The Maximum Company Liability under the Income Maintenance Benefit Plan, will be reduced by the amount of any PRIMP benefits paid to eligible employees.
- (viii) Employees age 50 but not yet age 55 who are eligible for PRIMP benefits at the date of plant closure will also be eligible for the lump sum retirement allowance.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties agreed to implement a Phased Retirement pilot program at a location to be determined by the parties commencing in January, 1994 for a period of one year.



The pilot program will be made available to a maximum of fifty (50) employees under age 64 who are eligible to retire prior to the commencement of the program.

Subsequent to the negotiations, the parties shall meet and draft the terms and conditions (including the selection process) of the program. The terms and conditions of the Phased Retirement program will include the following:

1. Employees will be paid one (1) week of paid leave of absence, in accordance with paragraph 2, below, in each five (5) week period for the first six (6) months of the program and will be entitled to a consecutive two (2) week paid leave of absence in each five (5) week period in the last six (6) months of the program.
2. Employees will be paid at a rate equal to fifty percent (50%) of their regular straight-time weekly earnings during a week of paid leave of absence.
3. Employees will receive full entitlement to all benefit coverage during any period of paid leave of absence, if otherwise eligible.
4. Employees electing Phased Retirement will agree to an irreversible voluntary retirement at the end of the one (1) year period.

Subsequent to the pilot program, the parties agree to evaluate the merits of the program and determine whether the program will be renewed.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the course of 1993 negotiations the company and the union held extensive discussions concerning the business and social consequences appendant to the issue of marketplace accessibility, content and sourcing within the context of a global automobile industry.

In these discussions the parties recognized the fundamental structural changes that are taking place in the industry and the need to ensure the company's operations remain competitive, on an international basis, if employment opportunities are to be maintained in Canada.

Consistent with the parties mutual desire to stabilize longer term employment levels, the company agrees to explore with the union measures which may enhance the potential to maintain employment levels equivalent to those encompassed by the total of all plants covered by the collective agreement, adjusted for the impact on employment of, closure, restructuring and new investment plans, which were communicated to the union during the term of the 1990 Collective Agreement.

In addition, Ford of Canada joins the CAW in supporting the principle that manufacturers who participate in the Canadian market should provide jobs, pay taxes, and support the economy of the market in which they sell. As you know, Ford Motor Company has for decades based its operations throughout the world on this very principle. We

believe that over the long run, no alternative policy can prevail if there is to be fairness and balance among major trading nations of the world. As evidence of its commitment to these principles, the value of the company's gross Canadian purchases in 1992 exceeded seventy-five percent (75%) of its gross Canadian Vehicle Sales. Given the scope of its current operations in Canada, the company, market conditions permitting, affirms its expectations these principles will be maintained.

Ford of Canada commits to support acceptance of this principle, so that foreign producers will be encouraged to make their fair contribution to actions that will restore jobs to Canadian automotive and parts manufacturing workers.

It is believed that the principles expressed in this letter will contribute significantly to the cooperative spirit between the company and the union as they work together to provide Ford of Canada's employees with improved employment security.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations, the parties discussed the union's concern regarding the future of the Ontario Truck Plant.

During this discussion, the company indicated that the plant's future essentially depends upon the strength and continuity of customer demand in the North American truck market and the company's capacity needs and alternatives to meet that demand. In this regard, the parties reviewed the plant's achievements in quality improvement as well as its plans to improve productivity and operational efficiency, including addressing certain problems inherent with a multi-plant complex.

While the present outlook for the North American truck market appears to be reasonably strong, truck capacity expansion by North American manufacturers, including the transplants, ultimately will allow only the most competitive manufacturers to survive and prosper in the North American truck business.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

**October 18, 1993**

**Mr. B. Hargrove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During **1993** negotiations, in a separate letter between the parties, we described the process that would be followed in the event that restructuring actions may result in permanent job losses. In that letter we agreed that the objective of the parties will be the retention of the jobs in question. We also agreed that if job losses become unavoidable, every effort will be made to use attrition to manage the required reductions.

The instant letter describes the process that will be implemented, and the benefit entitlements that will be provided to employees under three separate scenarios: 1) closure of stand-alone plants, 2) closure of a plant(s) at a multi-plant site, and 3) restructuring actions resulting in permanent job losses at any plant. The scenarios are detailed below as follows:

#### **PLANT CLOSING**

##### **Stand-Alone Plants**

As closure approaches and operations begin to wind down, employees who (1) are any age and have 28.1 or more years of creditable service; (2) are age 54 or older but less than age 60 and within two years would have sufficient combined years of age and creditable service to equal 85 or more; and (3) are age 60 or older but less than

age 65 and have ten or more years of creditable service or are age 61 or older but less than age 65 and have 9.1 but less than 10 years of creditable service, will be contacted regarding retirement under the regular early retirement provisions of the retirement pension plan **and if then eligible for regular early retirement, may retire immediately and receive the retirement allowance provided by separate letter agreement dated October 18, 1993.** Employees who are age 55 or older but less than age 65 and who have ten or more years of creditable service (including any such employees who are also eligible for regular early retirement) will be offered special early retirement commencing on or before the announced closing date **and be eligible upon so retiring to receive the retirement allowance. Employees who are age 50 or older but less than age 55 and have 10 or more years of creditable service at the date of closure and are not eligible for regular early retirement will be offered benefits under the Pre-Retirement Income Maintenance Program (PRIMP) and be eligible to receive the retirement allowance upon commencement of PRIMP.**

At time of closure, remaining employees, including eligible employees who declined to elect immediate regular early retirement or who declined the offer of special early retirement **or PRIMP**, will be placed on layoff. All such employees with 5 or more years of seniority, except those who meet the age and service requirements for regular or special early retirement **or PRIMP**, will be eligible to apply immediately upon layoff for a lump sum payment under the Voluntary Termination of Employment Plan (VTEP). Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because he/she has less than 5 years of seniority at layoff or because **at layoff** he/she meets the age and creditable service requirements for regular or special early retirement **or PRIMP** will

- be eligible for regular benefits under the Supplemental Unemployment Benefit (SUB) Plan provided he/she has at least one year of seniority as of his/her last day worked prior to layoff;
- be offered employment at other company facilities in accordance with the parties' understanding on preferential placement; and
- provided he/she had 5 or more years of seniority as of his/her last day worked prior to layoff and does not meet the age and creditable service requirements for regular early retirement upon exhausting his/her eligibility for regular SUB and did not meet the age and creditable service requirements for special early retirement **or** PRIMP at time of layoff, be eligible for IMP benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP benefits he/she had received while on layoff prior to ultimately making application for VTEP, provided that he/she does not meet the age and service requirements for regular early retirement at the time application is made and did not meet the age and service requirements for special early retirement **or** PRIMP at time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

**Multi-Plant Sites**

On a site-wide basis, separately for skilled trades and non-skilled employees and for skilled employees, by trade, before closing layoffs are effected, the number of employees in the workforce will be reduced by:

- (1) Laying off employees with hire or rehire dates on or after the date closing was announced;
- (2) Offering the opportunity to: **(a) retire immediately if eligible for regular early retirement, and receive the**

**retirement allowance; or (b) if not eligible to retire immediately, or if option (2) (a) is not chosen**, be placed on layoff, with eligibility for regular SUB, to employees at any age who have 28.1 or more years of creditable service;

- (3) Offering the opportunity to: **(a) retire immediately if eligible for regular early retirement, and receive the retirement allowance; or (b) if not eligible to retire immediately, or if option 3 (a) is not chosen**, be placed on layoff, with eligibility for regular SUB, to employees (excluding those who also may be in (2) above) who are age 54 or older but less than age 65 and who within two years would have sufficient combined years of age and creditable service to equal 85 or more;
- (4) Offering **immediate** special early retirement to employees (including those who also may be in (2) or (3) above **but excluding those in 2 (a) and 3 (a)**) who are age 55 or more but less than age 65 and who have IO or more years of creditable service **with eligibility to receive the retirement allowance;**
- (5) Offering the opportunity to be placed on layoff, with eligibility for regular SUB, to employees who are age 60 or older but less than age 65 and have IO or more years of creditable service or are age 61 or older but less than age 65 and have 9.1 but less than 10 years of creditable service; **and**
- (6) Offering employees who have 5 or more years of seniority (excluding those in (2), (3), (4) and (5) above) an opportunity to apply for VTEP.

If the total number of employees who accept an offer under (2), (3), (4), (5) or (6) above, combined with the number of employees laid off under (1) above, exceeds the number of jobs that will be permanently lost due to the closing, individual elections under (2), (3), (4), (5) and (6)



will be effected in seniority order until the resulting number of separations equals the expected job loss.

At time of closure, the reduction in force provisions of the Collective Agreement will be implemented. An employee with 5 or more years of seniority who is laid off as a result of the reduction in force and who at time of lay-off does not meet the age and creditable service requirements for regular or special early retirement will be eligible to apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because he/she has less than 5 years of seniority at layoff or because he/she meets the age and creditable service requirements for regular or special early retirement will

- be eligible for regular benefits under the SUB Plan;
- be offered employment at other company facilities in accordance with the parties' understanding on preferential placement or be eligible for recall to work at a plant in the same unit, whichever may occur first; and
- provided he/she had 5 or more years of seniority as of his/her last day worked prior to layoff and does not meet the age and creditable service requirements for regular early retirement upon exhausting his/her eligibility for regular SUB and did not meet the age and creditable service requirements for special early retirement at time of layoff, be eligible for IMP benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP benefits he/she had received while on layoff prior to ultimately making application for VTEP, provided that he/she does not meet the age and creditable service requirements for regular early retirement at the time application is made and did not meet the age and creditable service requirements for special early retirement at the time of layoff and provided further

that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

#### **PERMANENT JOB LOSS**

In the event management decides that workforce reductions resulting in permanent job loss as a consequence of restructuring actions cannot be accomplished in a timely and efficient manner through normal attrition, the following steps will be taken, separately for skilled trades and non-skilled employees and for skilled employees, by trade:

- (1) Employees with less than one year of seniority will be placed on layoff;
- (2) If the number of separations that can be accomplished through implementation of (1) above is less than the number of jobs that will be lost, employees at any age who have 28.1 or more years of creditable service will be offered the opportunity to: **(a) retire immediately, if eligible for regular early retirement, and receive the retirement allowance; or (b) if not eligible to retire immediately, or if option (2) (a) is not chosen,** be placed on layoff with eligibility for regular SUB. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under (1) above, exceeds the number of jobs that will be permanently lost, this offer will be implemented in seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost.
- (3) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (excluding those who may also be in (2) above) who are age 54 or older but less than age 65 and who within two years would have sufficient combined *years* of age and creditable service equal to 85 or more will be offered the

opportunity to: **(a) retire immediately, if eligible for regular early retirement, and receive the retirement allowance; or (b) if not eligible to retire immediately, or if option (2) (b) is not chosen,** be placed on layoff with eligibility for regular SUB. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the two preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost.

- (4) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (including those who also may be in (2) or (3) above **but excluding those in (2) (a) or (3) (a) above**) who are age 55 or more but less than age 65 and who have 10 or more years of creditable service will be offered special early retirement **and be eligible to receive the retirement allowance upon retirement.** If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the **three** preceding steps, exceeds the number of jobs that will be permanently lost, special early retirements will be approved in seniority order until the combined number of actual and scheduled separations equals the number of jobs lost.
- (5) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who are age 60 or older but less than age 65 and have 10 or more years of creditable service or are age 61 or older but less than age 65 and have 9.1 or more but less than 10 years of creditable service will be offered the opportunity to be placed on layoff with eligibility for regular SUB. If the number of employees who accept this

offer, combined with the number of employees separated or scheduled for separation under the **four** preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost; **and**

- (6) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who have 5 or more years of seniority (excluding those in (2), (3), (4) and (5) above) will be offered an opportunity to apply for VTEP. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the five preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in seniority order until the combined number of actual and scheduled separations equals the number of jobs lost.

These actions will be taken and administered on a site-wide basis at multi-plant sites.

If these measures fail to stimulate sufficient additional attrition to accomplish the necessary workforce reductions, the reduction in force provisions of the Collective Agreement will be implemented. An employee with 5 or more years of seniority who is laid off as a result of the reduction in force and who at time of layoff does not meet the age and creditable service requirements for regular or special early retirement will be eligible to apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because he/she has less than 5 years of seniority or because he/she meets the age and credit able service requirements for regular or special early retirement will

- . be eligible for regular benefits under the SUB Plan;
- . be offered employment at other company facilities in accordance with the parties' understanding on preferential placement (or at a multi-plant site, be eligible for recall pursuant to the Collective Agreement, whichever may occur first); and
- . provided he/she had 5 or more years of seniority as of his/her last day worked prior to layoff and does not meet the age and creditable service requirements for regular early retirement upon exhausting his/her eligibility for Regular SUB and did not meet the age and creditable service requirements for special early retirement at time of layoff, be eligible for IMP benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP benefits he/she had received while on layoff prior to ultimately making application for VTEP, provided that he/she does not meet the age and creditable service requirements for regular early retirement at the time application is made and did not meet the age and creditable service requirements for special early retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

The above commitments were executed in a spirit that recognizes the need to ensure that Ford of Canada operations produce world-class quality products as efficiently as possible. That recognition, coupled with the commitments we have negotiated to protect the jobs and incomes of our employees, should help to assure that both parties achieve

our shared objective of maintaining Ford of Canada as a viable entity in the North American automotive market.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

November 18, 1984

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

✓ This is to advise that the company will review a written request for leave of absence from an employee with seniority who is elected or selected for a part-time public office and will approve such leave of absence for the term of such office or one year, whichever is less, provided that the granting of such leave of absence would not, in the company's opinion, have an adverse impact on plant operations.

Yours very truly,  
A. W. Hanlon  
Vice President,  
Industrial Relations

---

October 18, 1993

Mr. R. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During these negotiations, the parties discussed the applicability of the provisions for local union leaves of absence to employees on the attached list who have accepted positions with provincial labour organizations and in such capacity, continue indirectly to serve the interests of the union and its members.

The company agreed to consider these individuals to be on leave of absence as contemplated in section 27.02 of the Collective Agreement, but only while the employee continues in such position during the term of the **1993** Collective Agreement, and only in those cases where the granting of such leave of absence will not result in duplication of benefits.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

ATTACHMENT: T. Kennedy  
J. Pare  
H. Hunter

Letter: Mr. D. J. McKenzie to Mr. B. Hargrove  
**October 18, 1993**

Re: Applicability of Section 27.02 Collective Agreement.

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace, Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the current negotiations, the parties discussed inequities which can arise when the Moving Allowance provisions under sections 18.07 and 18.09 of the Collective Agreement are applied to single widowed, divorced, or legally separated employees who, because they have their children residing and relocating with them, incur substantially the same moving costs as married employees. The company agreed that in such cases the applicable Moving Allowance for Married Employees will be applied.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

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November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During these negotiations, the union expressed concern regarding the potential impact of new technology on employees and on the scope of the bargaining unit. Over the years the parties have recognized that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment and a cooperative attitude on the part of all parties in such progress. Continued technological progress is also essential to the company's growth and to its ability to compete effectively. Technological progress can contribute to the company's well-being and thereby to the economic well-being of employees.

Both parties recognize that the pace and form of future technological change and its implications cannot be forecasted confidently. At the same time, the company understands the union's legitimate concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of bargaining unit employees at plant locations. In this regard, the parties have agreed to establish a Committee on Technological Progress, comprised of five representatives of the union and five representatives of the company, within ninety days after the effective date of the new Agreement. The committee will

meet monthly unless otherwise agreed and will discuss the development of new technology at the corporate level and its possible impact upon the scope of the bargaining unit. The committee may also discuss other matters concerning new or advanced technology that may be referred by local unions or by local managements as well as any claims of erosion of the bargaining unit, occasioned by the introduction of new technology.

The parties recognize that advances in technology may alter, modify or otherwise change the job responsibilities of included employees at plant locations and that a change in the means, method or process of performing a work function, including the introduction of computers or other new or advanced technology, will not serve to shift the work function normally and historically performed by included employees to excluded employees. This is to assure you it is not the company's policy to assign to excluded employees work normally assigned to included employees at a particular plant location. The company fully respects the integrity of the bargaining unit and has no intention of altering its composition by assigning to excluded employees work that has been performed traditionally and exclusively by included employees.

The union has also voiced concern about the possibility that new, technologically impacted bargaining unit work will not be awarded to included employees because they are insufficiently trained to perform it. In view of the company's interest in affording maximum opportunity for employees to progress with advancing technology, the company shall make available appropriate specialized Gaining programs for employees to perform the new or changed work normally performed by included personnel, where such 'programs are reasonable and practicable, and the company will train such employees to enable them to perform such work. Similar emphasis would be placed on evaluating the effect of technological developments on apprenticeship curricula. The parties recognize the desirability that apprentices be trained for the work performed

by journeymen in the basic skilled trades classification where new or advancing technology has had an impact on the work content of certain skilled trades classifications. Specifically, the company and union discussed training for apprentices on solid state, numerical, tape and or computer controlled machines.

As a result of these discussions, the parties agree the Joint Apprenticeship Committees shall examine recommendations of the Committee on Technological Progress as well as those made by local unions for the purpose of updating and revising shop training as appropriate. Revised training, and appropriate training in "programming", will be applicable to apprentices on recognized bargaining unit work if such work is normally and regularly performed by journeymen (or work for which journeymen are being trained by the company to perform) in the basic skilled trades classification in the plant where the training schedule is being used.

The foregoing does not limit or in any way reduce the responsibility of the JAC to make changes in the training course content of apprenticeship curricula, as necessary and appropriate, subject to and in accordance with provisions of the Apprenticeship Plan.

The following sets forth a means of resolving disputes concerning the particular problems occasioned by advancing technology. Where the initial introduction of new or advanced technology at a plant location occasions a question of whether certain new work should be assigned to included employees, affects the job responsibilities of included employees or otherwise impacts the scope of the bargaining unit, local management will discuss the matter with the local negotiating committee. Such discussion will take place as far in advance of implementation of such a technological change as is practicable. The local management will at that time describe for the local negotiating committee the extent to which such technological changes may affect the work performed by included employees at the plant location involved. The plant chairman will be

22  
X

provided a written description of the technology involved, the equipment being introduced, its intended use and the anticipated installation date(s). Following such notification, the local negotiating committee may investigate and evaluate the impact of new or advanced technology. Comments by the local negotiating committee concerning the information provided will be carefully evaluated by the local management in accordance with the company's policy relative to the assignment of work which comes within the scope and content of that normally assigned to included employees at the plant location.

Settlements made by the local parties concerning the assignment of work functions as between included and excluded employees in relation to the new or advanced technology discussed will be forwarded and reviewed by the committee on technological progress within thirty (30) days of the date of the settlement. In the event the committee on technological progress does not approve the settlement, the subject matter in dispute will be referred back to the local parties. Such issues may be introduced into the grievance procedure as provided in section 12.04(a) of the Collective Agreement.

At each plant location the plant industrial relations manager and the skilled trades representative will be responsible for administering the program locally.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

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November 18, 1984

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the course of the 1984 negotiations the parties agreed to an expansion in the membership of the committee on technological progress to provide representation from other operations in addition to skilled trades.

Effective with the term of the 1984 Collective Agreement, the committee will be expanded to 14 persons, 7 representatives of the union and 7 representatives of the company.

This letter identifies those union members as being:

The Skilled Trades Chairman – Windsor  
The Skilled Trades Chairman – Oakville  
The Recognized Skilled Trades Representative –  
St. Thomas  
The Recognized Skilled Trades Representative –  
Niagara  
The Chairman of the Master Negotiating  
Committee

Two representatives from other than the skilled trades appointed by the chairman of the master negotiating committee.

The vice president, industrial relations will appoint the company members of the Committee.

In the event that a committee member is unable to participate in a particular meeting, a designee from the same location may act as a replacement.

Yours very truly  
A. W. Hanlon  
Vice President,  
Industrial Relations

Concur: R. White

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November 14, 1976

Mr. D. McDermott  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario

Dear Mr. McDermott:

Both the company and the union are aware that many persons hiring into our plants today have little or no knowledge of what is expected of them as employees or as union members. Many of them have never been inside an industrial plant and are not adequately prepared to adjust to the new environment in which they find themselves.

During these current negotiations, you have indicated that these factors may contribute to the high absenteeism and turnover we have experienced in recent years and have requested that you be permitted to participate in the orientation of new employees. You have urged that such participation would represent a constructive contribution to both in-plant and overall employee-union-management

relationships. It is our understanding that the union would use this opportunity to acquaint new employees with the role of the union in providing representation under the Collective Agreement, stress the responsibility for good employee attendance and high quality workmanship and impress upon new employees that it can be successful in defending them in the grievance procedure only when they observe such job responsibilities.

Accordingly, the company and the union will, as soon as practical after the effective date of the 1976 Collective Agreement, establish a joint committee to develop a pilot pre-job orientation program. This committee will undertake development of a program to be presented to new job applicants prior to the time they start their jobs. This program would be implemented in any plant where the local union notified the company that it wished to adopt the program.

The company and the union would jointly consider what subjects each might most appropriately present to the new employee. Some subjects might be more effective if presented by a company representative, some by a representative of the union and some by both the company and the union.

Neither the contents of this letter nor any of the programs that may be developed as a result thereof would be subject to the grievance procedure. In the event that the program at any plant was not being conducted in a manner consistent with the purpose and intent of this letter, it could be terminated by either the company or the union. It is understood that the establishment of such programs would not limit any other communication by the company with its employees or by the union with its members.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

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December 9, 1973

Mr. K. Hallsworth  
Vice President Industrial Relations  
Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, Ontario

Dear Mr. Hallsworth:

In our recent negotiations, we had considerable discussion concerning the individual nature of the discretion accorded employees under certain circumstances to decline overtime work as provided in Appendix 'L' of the Collective Agreement. Because this right is a matter of individual discretion, you were given every assurance that the international union, its representatives, its local unions and its members opposed any concerted or collusive use of this right to decline.

In view of our opposition, this is to advise that in the event any collusion or agreement to decline overtime occurs, the international union, its representatives, its local unions and their representatives will immediately take steps to correct any such abuse and to prevent any reoccurrence.

Yours very truly,  
Dennis McDermott  
Vice President and  
Canadian Director

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December 9, 1973

Mr. Dennis McDermott  
Vice President and Canadian Director  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
2450 Victoria Park Avenue  
Willowdale 425, Ontario

Dear Mr. McDermott:

This will record the understanding we had in connection with the insertion of the words "of four hours or more" following the word "breakdowns" in paragraph 8 of the Memorandum of Understanding concerning voluntary overtime agreed to in our current negotiations.

This understanding was as follows: Any breakdown is to be considered justification for suspending the limitations on the company's right to require overtime work for purposes of correcting the breakdown itself; the company's right to suspend such limitations for the purpose of making up lost production is, however, in the case of breakdowns, limited to production lost as the result of single breakdowns of four or more hours.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

Concur: Dennis McDermott

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations, in conjunction with discussions regarding the Job and Income Security Program, the parties discussed the application of the preferential placement guidelines contained in the letter dated October 5, 1987.

The parties agree that in circumstances involving permanent reductions or a plant closure at a multi-plant site, the arrangements specified in the letter dated October 5, 1987 and section 15.01(d) will take effect. The parties also agreed that when reductions are related to a stand-alone plant closure, exceptions will be made to these arrangements such that employees who transfer to another location will receive an adjusted seniority date at the new location which will be the date that notice of closure was given to the union. Such employees, when transferred to an opening at the new location, may displace employees hired at that location after the date the notice of closure was provided to the union.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the recently concluded negotiations, the union expressed concern regarding seniority employees who are laid off as a result of a restructuring action which results in permanent job losses, who secure employment through the preferential placement procedures at other plants covered by the Agreement and within five years of the original lay-off date are again indefinitely laid off without expectation of recall.

The company agrees that under these circumstances the employees will be given the option to remain on layoff from the last facility where they were employed or to exercise their rights relative to the options under the job and income security program that were available to them at the time of the original layoff.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. A. C. Feil  
National Representative  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Feil:

During the 1993 negotiations the company advised the union that it would maintain a current listing of employees from each location who have indicated that they wish to be considered for a preferential placement opportunity at another plant location. These plant listings and plant employment trends are the appropriate subject for discussion between representatives of the national union and the central labour relations staff who will maintain such lists.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
A. D. MacLean  
Labour Relations and  
Hourly Personnel Manager

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October 18, 1993

Mr. **B. Hat-grove**  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

This will confirm the understanding reached during the **1993** negotiations concerning arrangements under which employees laid off as a result of a permanent discontinuance of operations or other reduction in force where the company and the union agree there is no reasonable likelihood of recall may be eligible for preferential placement opportunities during the term of the new Collective Agreement.

After being placed on the preferential placement list(s) in accordance with procedures to be established by the company, those employees retaining seniority recall rights shall be given preference for placement on available work, or if none is available, the opportunity to displace probationary employees, on jobs for which they are qualified or could qualify within a reasonable period of time in other plants covered by the Agreement as might be specified by mutual agreement between the company's central labour relations staff and the national union. Where deviations are contemplated, particularly with respect to evaluation of employment records, the circumstances shall be discussed in advance with the local union and disputes shall be subject to immediate appeal to the company's central labour relations staff and the national union, **CAW**.

**If an employee's employment record is determined to be unsatisfactory, such employee will be placed on a probationary letter for a period of 3 months at his new location.**

Each plant shall maintain an availability list of its applicants. A plant after exhausting its recall list shall endeavour

to fill its hiring requirements from availability lists at other plants as agreed between the company and the union.

It is recognized that the company has to maintain ability to promptly fill employment requirements and assure that personnel are capable of performing jobs. Accordingly, the company shall endeavour to place applicants in seniority order, consistent with their prior job experience. It is understood that placement on the basis of seniority will not be feasible in every instance. However,

Employees placed in a new plant shall have **date-of-entry** seniority in that plant, but this will not break an employee's seniority for the purpose of such plans as the vacation with pay, holiday pay, jury duty pay, supplemental unemployment benefits or retirement plans where company, rather than plant, seniority is taken into account.

Employees who refuse an initial offer of work pursuant to these preferential placement arrangements shall have their names removed from all preferential placement lists for a period of six (6) months. Following this six (6) month period their names automatically will be placed, one final time, on the preferential placement list.

The job security arrangements covered by this letter have potentially complex administrative implications. The company at times may not be able to fully conform with these provisions, and accordingly, shall not be liable for back pay on any claims arising from their administration with the remedy for any violation limited to future placement opportunities for aggrieved employees.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: B. Hargrove

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the recent negotiations, the union expressed concern about production standards grievances resolved outside of the four-month period specified in the Work Allocation Letter of November 14, 1976. More specifically, the union was referring to the effect on an undisputed operation involved in the grievance settlement of a disputed operation.

This will confirm that if the resolution of a production standards dispute after the four-month period results in work being reassigned to another operation, the employee on such operation is not precluded from disputing the work reallocation through the Grievance Procedure.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

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October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1976 negotiations, the union sought, as it had in the past, a company commitment that work allocations in the car and truck assembly plants would be made early in the model run and would remain unchanged for the balance of the model run.

The company has consistently emphasized the great number of factors that influence its ability to make unchangeable work allocations early in the model run in its vehicle assembly plants, among which are the overmanning that sometimes occur early in the model in connection with launching, the normal difficulties which are associated with the production of new models, the engineering changes which occur throughout the model run, the frequent variations in body mix and option installation rates, the changes in processing and tooling which occur frequently and continually, and the continuing efforts which the company makes to achieve a satisfactory level of manpower efficiency and work load balance.

Nonetheless, we are not unmindful of the interest which employees in the vehicle assembly plants have in securing a reasonably certain level of work assignment at some point in time in the model run. As we have discussed, the factors described in the second paragraph above are particularly critical in those vehicle assembly plants in the model years in which there is a new or major change car or truck line and somewhat less critical in the plants in



which the so-called "carryover" or "face-lift" vehicles are assembled, vehicles which undergo a relatively limited year-to-year change. Even in the latter cases, however, they are not unimportant.

With respect to the latter vehicle assembly plants, the company assured in 1976 negotiations that, by the end of four months after the line speed reaches scheduled production, suitable employee work allocations will have been made and will remain unchanged for the balance of that year's model run, excepting as a change in work allocation is occasioned by changes in line speed, mix, option installation rates, tooling, processing, engineering or design specifications, methods or layout.

It is expressly understood that this arrangement will not constitute any kind of acknowledgement that the work load or work allocation as of the time it becomes unchanged will represent a full work load, nor does it carry any assurance or implication that the work allocation in the succeeding model year will remain unchanged, regardless of the degree of vehicle change.

Yours very truly,  
S. J. Surma  
Vice President,  
Industrial Relations

Concur: R. White

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October 5, 1987

Mr. R. White,  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario, M2H 3H9

Dear Mr. White:

Subject: Work Allocations in Assembly Plants --  
Application of Changes

During 1987 negotiations, the parties discussed interpretation of certain provisions of the 1982 Four-Month Letter.

It is with respect to work reallocations after the four-month period referenced in the letter which are occasioned by changes in mix, option installation rates, tooling, processing, engineering or design specifications, methods or layout that the question of proper application arose, particularly when they may result in manpower reductions.

The parties have agreed that in such cases there must be some regard for the magnitude and significance of the changes to avoid rendering meaningless the assurance given to employees contemplated in the letter. The change should be such that there is a real and identifiable effect on the operation(s) impacted. Relatively minor changes after the four months are not to be used to justify major work reallocations.

Prior to implementation of changes of this nature the appropriate union representative will be advised of the planned change.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

---

October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

Subject: Work Allocations in Assembly Plants  
Clarification

During the 1987 negotiations, the union sought clarification as to when the four-month period begins in plants where vehicles are assembled which undergo a relatively limited year-to-year change; the so-called "carry-over" or "fact-lift" vehicles as stipulated in the letter dated October 10, 1982, regarding work allocations in assembly plants.

This letter will serve to confirm the parties' understanding that with respect to so-called "face-lift" or "carry-over" vehicles with limited year-to-year change, the four-month period for allocating work will begin 10 working days after the first unit for that model run is produced at the plant.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the course of the 1990 negotiations, the parties discussed matters related to the selection of a qualified industrial engineer to be the work standards arbitrator, as provided for in section 30.05 of the Collective Agreement.

The company and the union agreed that a member of the central labour relations office and a national CAW representative will meet as soon as practicable after negotiations are concluded to initiate actions necessary to implement this concept.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the current negotiations, the union expressed a desire for confirmation of the company's intentions regarding recognition of the union as the exclusive bargaining agent for production and maintenance employees at new company plants and parts distribution centres and for the extension of the Ford-UAW Collective Agreement to such new facilities.

The company intends to follow a practice of extending the Ford-UAW Collective Agreement to apply to production and maintenance employees at new company plants and distribution centres upon the conclusion of mutually satisfactory arrangements to invoke the transfer of operations provisions of Sections 18.01, 18.02, 18.03, 18.04 and 18.05. Representative of such mutually satisfactory arrangements are those which were recently developed for the new Batavia transmission plant.

Yours very truly,  
S. J. Surma  
Vice President,  
Industrial Relations

Concur: R. White

October 10, 1982

Mr. Robert White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

Subject: Representation

During the current negotiations, one of the issues taking considerable discussion was the application of the provision of the Collective Agreement regarding representation. It was recognized that the issues associated with representation were uniquely different at each location and involved a variety of circumstances. As a result, different solutions were reached at each location, however these solutions were extremely important in the concluding of local agreements.

Yours very truly,  
S. J. Surma  
Vice President,  
Industrial Relations

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November 18, 1984

Mr. R. White  
UAW International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

When the provisions for benefit plans representatives set out in article 28 of the Collective Agreement dated November 18, 1984 were being discussed during 1984 negotiations, local 200 UAW stated, as it had in 1976 negotiations, that it does not want or need the number of such representatives to which it is currently entitled under the provisions of Article 28. It was indicated by the local union that this representation time can be more usefully directed toward other duties and responsibilities related to the representation of the employees in the bargaining unit at Windsor.

Accordingly, the company has agreed that, at Windsor, instead of the 3 full-time benefit plans representatives which local 200 UAW is entitled to have on the basis of the present numbers of employees in the plants at Windsor, there will be 1 full-time benefits plans representative appointed by the UAW director for Canada, and the 16 hours of representation time which would otherwise have been allotted to the other 2 benefit plans representatives will be allocated for the purpose of union representation at

Windsor on the basis of arrangements to be agreed upon the industrial relations manager at Windsor and the president of local 200 UAW.

Yours very truly,  
A. W. Hanlon  
Vice President,  
Industrial Relations.

Concur: R. White

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April 23, 1968

The President, Local 200  
The President, Local 584  
The President, Local 707  
The President, Local 1054  
The President, Local 1520  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)

Dear Sirs:

This letter is written to confirm the company's policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is recognized that at times and for varying reasons it is not considered practicable or advisable for certain work to be performed by our own company. As in the past the company must therefore reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right; however, provided we have the necessary facilities and equipment and can perform the work required with our own workforce in a



manner that is competitive in terms of cost, quality, and within projected time limits, it is our intention and desire to keep such work within the company.

Yours faithfully,  
K. Hallsworth  
Vice President,  
Industrial Relations

---

December 9, 1973

Mr. Dennis McDermott  
Vice President and Canadian Director  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
2450 Victoria Park Avenue  
Willowdale 425, Ontario

Dear Mr. McDermott:

During 1973 negotiations, the union members of the Skilled Trades Subcommittee commented on the possibility of a misunderstanding which might arise among some union representatives and skilled tradesmen concerning the meaning or intent of the first paragraph of the section entitled 'Emergencies' in Exhibit I (Skilled Trades Work Assignments). We feel that this misunderstanding is best resolved by means of this letter of clarification.

This is to advise you that the company interprets the word "breakdowns" as it is used in the paragraph cited above to mean emergency or unforeseen breakdowns, not all breakdowns. Your attention is also directed to the language later in the same paragraph providing that in such cases "trade lines are not to be disregarded where the time

within which the repairs are to be made and the availability of the appropriate tradesmen permit their observance”.

We trust that this letter of clarification will avoid any such misunderstandings.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

---

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the current negotiations the union expressed its concern over the effect on employment opportunities for seniority journeymen in tool and die and metal patternmaking classifications (appendix F) of company decisions to utilize non-company sources for new machining, fabrication, repair, tryout and related checking fixture construction work and metal patternmaking work normally assigned to the die construction and metal patternmaking activities in Engine Plant 2 at Windsor.

As explained by the company in the discussion of this subject, decisions concerning the effective utilization of in-house die and metal patternmaking capacity and outsourcing are the responsibility of management.

It is the policy of the company to retain new die machining, fabrication, repair, tryout and related checking, fixture construction work and metal pattern making work within the die construction and metal patternmaking activities of Engine Plant 2 to the extent the company's program requirements can reasonably be met. Of course, the final decision must be made by the company based upon its assessment of these requirements and the facts known to the company at the time the decision is made.

The decision to retain such work in-house or to utilize non-company sources is influenced by many considerations, including the magnitude of the new die construction and metal patternmaking programs, the timing of each phase of the program, the availability of facilities, specialized equipment and necessary skills within the workforce, the complicating effect of design modifications and bottleneck operations such as machining limitations and the unavailability of presses to perform necessary tryout work, the efficiencies and economics involved, and the need to maintain a reliable supply base in view of the fluctuations and uncertainties of the die construction and metal patternmaking business.

In addition, the unavailability of machining capacity in the plant die construction and metal patternmaking activities may lead to the decision to utilize a non-company source in order to assure that deadlines in the program are met.

A management decision to utilize a non-company source for such work should consider, in addition to all other relevant factors, any adverse employment impact on the plant's tool and die and metal patternmaking workforce, i.e., seniority journeymen in the affected classifications are laid off or would be laid off as a direct result of the decision.

In the event that such a decision is being contemplated, local management will, except where time and circumstances prevent it, have advance discussion with local union representatives concerning the nature, scope and approximate dates of the work to be performed and the reasons why management is contemplating utilizing a

non-company source. At such times, company representatives are expected to afford the union an opportunity to comment on the company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

In making a final decision, the company will not act arbitrarily or capriciously in disregard of the legitimate interests of Ford employees.

In addition, where the company considers that work practices or provisions of the Collective Agreement may be having an adverse effect on the company's ability to compete in this field effectively, management will discuss such matters on a timely basis with local union representatives and explore with them the possibilities of taking practical steps with respect to such matters to the end of improving the employment opportunities of such employees.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

---

November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace, Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the current negotiations, the parties discussed the subject of conversion to the metric system and its effect on certain employee-owned tools.

During these discussions, the company indicated its intention to make available during the transition period metric tools and calibrated measuring instruments to skilled trades employees when required in the performance of their work. Such tools will be available in a manner determined by local management and charged out to skilled trades employees when they have need for them.

This policy does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing such tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties, except as provided in the second paragraph hereof.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

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November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the recent negotiations the union expressed concern over the form and content of the notice to the union of the company's intention to let an outside contract for skilled maintenance and construction work as well as the

procedure for conducting related discussions between the local parties.

This letter will confirm the parties' understanding that the company will provide advance notice, in writing, subject to the same conditions and limitations set forth and referenced in the letter dated April 23, 1968, to the local union of the company's plan to let a particular contract involving skilled maintenance and construction work. The written notice will describe the project's general nature, scope (including estimated trades and manpower involved), the approximate dates within which the work is expected to be performed and why the services of an outside contractor are being contemplated. As provided in section 3.04, company representatives are expected to afford the union an opportunity to comment on the company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

Consistent with the foregoing conditions, the parties agreed that the following constitutes an effective outside contracting clearing procedure including related discussions:

1. Before letting a contract, the plant engineering department will evaluate the ability of the local plant forces to handle a given project.
2. In the event the plant engineering department decides it is unable to perform the work in question, the local union will be so advised and if the union so requests, a meeting will be arranged by the plant industrial relations manager for the purpose of having advance discussion with the union as to the reasons why plant forces cannot perform the work.
3. In the event such advance discussion with the union results in the company deciding it cannot perform any of the work or only part and the union concurs in this result, a memorandum concerning the results of the meeting will be prepared by the company and a copy provided to the union. In addition to the written

information outlined above, if part of the project is to be performed by Ford forces, that portion should be so identified in the memorandum. It was also agreed that the parties would urge the adoption of the above procedure in all locations where a mutually acceptable outside contracting clearance procedure does not now exist.

In addition, it was agreed that in those locations either adopting the procedure outlined above or where a mutually acceptable procedure is in effect and where the local union alleges that the procedure is not being followed by the company, the matter may be brought to the attention of central labour relations staff and the international union, U.A.W.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

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November 4, 1979

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During these negotiations, the parties discussed replacing personal tools of skilled trades employees broken or damaged on company premises.

The union was advised that the company will accept and review claims for broken or damaged tools that are no longer usable. Where it is determined that personal tools were broken or damaged on company premises due to conditions beyond the employee's control such tools will be repaired or replaced, provided there is no evidence of employee negligence, abuse or improper usage. It is understood that this arrangement will be over and above any locally established practices with respect to replacing personal tools of skilled trades employees broken or damaged on company premises.

Yours very truly,  
S.J. Surma  
Vice President,  
Industrial Relations

---

October 10, 1982

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1982 negotiations in response to concerns expressed by the union, the company reaffirmed the principles and procedures with respect to the letting of outside contracts for maintenance and construction work specified in Section 3.04 of the Collective Agreement and letters to the international union dated April 23, 1968 and November 4, 1979.



This letter is intended to clarify the intent and purposes of that section:

The advance discussion except where time and circumstances prevent it, will take place prior to letting such a contract (for the performance of maintenance and construction work), before any decision has been made as to whether the work should be contracted out. The advance discussion will include information as to why management is contemplating contracting out the work. It is evident that except as noted above, since the company is only contemplating contracting out the work when the advance discussion takes place, management should not have made any decisions concerning whether or not to contract out the work before such advance discussion is held.

2. Management should advise the local union of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. This information is related to the letter dated November 4, 1979.

These letters make reference to manpower, skills, equipment and facilities and also as to whether the company can do the work competitively in quality, cost and performance and within the projected time limits. Since any or all of these conditions may be entailed in the determination as to whether a particular contract should be let out or not, it is necessary that the company advise the local union in the advance discussion concerning the item or items which are relevant to the decision making.

3. If in the advance discussion it is clear that the company is only contemplating contracting out the work and if in addition all the pertinent information as noted above is supplied to the union, then the union representatives will be given a better opportunity to comment on the

company's plans and will also give an opportunity to the company to give appropriate weight to those comments in the light of all attendant circumstances.

Yours very truly  
S.J. Surma  
Vice President,  
Industrial Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

This will confirm that the regular hourly wage rate for the Skilled Trades leader classifications listed in appendix 'F', 'H', 'K' or 'P' will be increased to \$.60 above the journeyman/woman classification rate after the application of the general wage increase provided in section 2 1.02(a).

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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November 14, 1976

Mr. D. McDermott  
International Vice President and  
Director for Canada  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
205 Placer Court  
Willowdale, Ontario

Dear Mr. McDermott:

During the current negotiations, the subject of multiple starting times at various locations was discussed by the company and the union.

As was indicated during these discussions, the number of starting times at individual company locations is predicated primarily upon the inter-department and sequential nature of the various assembly, manufacturing, and related supportive operations. Similarly, warehousing operations also require various starting times to maintain a balanced flow of parts and material. Additionally, it was noted that various operating conditions along with the necessity for proper utilization of facilities, as well as such cost implications as overtime, are factors which must be considered in making determinations with respect to various starting times. Accordingly, starting times are established to accommodate these various needs and to provide for the efficient utilization of manpower to ensure achievement of operating requirements. However, cognizant of the union's expressed concern relating to this topic, local management will discuss with local union representatives the reasons for assigning particular starting times, and where it is determined that the number of starting times can be

reduced consistent with the requirements referred to above, the company will take appropriate action.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

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April 23, 1968

Mr. George Burt  
Canadian Director  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
1568 Ouellette Avenue  
Windsor, Ontario

Dear Mr. Burt:

This is to advise you that as long as the union observes the undertakings in its letter dated January 15, 1962, and identified as Letter No. 2, the company will, upon request, permit two union representatives to make an inspection tour of any plant or parts depot notwithstanding that a strike is in progress.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

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December 9, 1973

Mr. Dennis McDermott  
Vice President and Canadian Director  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)  
2450 Victoria Park Avenue  
Willowdale 425, Ontario

Dear Mr. McDermott:

One of the proposals pursued by the UAW in 1973 negotiations was an amendment to provide for the right to strike over certain issues during the term of the Collective Agreement dated December 9, 1973.

It would be inappropriate to include a provision of this type in the Collective Agreement, in view of the fact that existing legislation prohibits strikes and lockouts in the Province of Ontario so long as a Collective Agreement continues to operate.

We did agree that, in the event that the applicable Provincial laws should change to permit employees to conduct a lawful strike during the term of the Collective Agreement dated December 9, 1973, the provisions of sections 8.01 and 8.05 of the Collective Agreement would be replaced with the provisions set out in Attachment 1 to this letter. In addition, the provisions of article 11 would be amended by incorporating the changes set out in attachment 2 to this letter.

Yours very truly,  
K. Hallsworth  
Vice President,  
Industrial Relations

Concur: Dennis McDermott  
Vice President and Canadian Director

**ATTACHMENT 1**  
**ARTICLE 8**  
**STRIKES, STOPPAGES AND LOCKOUTS**

**8.01** (a) The union will not cause or permit its members to cause, nor will any member of the union take part in, any sit-down, stay-in, or slowdown in any plant or parts depot of the company or any curtailment of work or restriction of production or interference with the operations of the company.

(b) The union will not cause or permit its members to cause, nor will any member of the union take part in, any strike of any of the company's operations, or picketing of any of the company's plants, parts depots or premises, except with respect to disputes which are to be referred to the procedure provided for in section 11.17 of this agreement, and then only after such procedure has been exhausted.

(c) No strike shall take place until such action has been fully authorized as provided in the constitution of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

**8.05** The company will not lock out any employees except with respect to disputes which are to be referred to the procedure provided for in section 11.17 of this agreement, and then only after such procedure has been exhausted.

**ATTACHMENT 2**

**11.17** Disputes arising between the parties with respect to section 30.04 (Production Standards), section 34.03 (Health & Safety) and cases of violations of the company's express commitments set forth in section 3.04 (Job Security and Outside Contracting), shall be handled as follows:

(a) A dispute involving a production standard shall be handled in the first instance under the special grievance procedure as provided in Article 30. If the dis-

pute is not settled satisfactorily, and has not been referred to the work standards arbitrator for a final and binding decision under the provisions in Article 30, the dispute may be appealed to the international union under the provisions of section 11.17(d).

(b) (i) When a grievance on health or safety occurs, and after the Health and Safety Complaint procedure set forth in section 34.03 has been exhausted, the committeeman will take the matter up with the foreman. If not settled, the grievance may be referred in writing to the chairman of the plant concerned who shall notify the industrial relations department concerned in writing of the existence of the dispute.

(ii) The parties will review the matter and attempt to resolve the dispute on the plant level. The Canadian director of the international union or his designated representative may participate in such meetings. If a satisfactory disposition of the grievance is not reached at the plant level, the dispute may be appealed to the international union under the provisions of section 11.17(d).

(c) (i) In any case of violation of the company's express commitments set forth in section 3.04, a meeting between the parties shall be held. Such meeting shall be attended by a committee of no more than 5 representatives of the appropriate local, which may include international representatives, and by a committee of no more than 5 representatives of the company. This committee shall negotiate on the dispute. However, before a dispute is appealed beyond this stage to the international union under the provisions of section 11.17(d), an international representative will participate in the negotiations.

(ii) Within 5 working days after the date of the first meeting, an appeal may be initiated by either party at step three of the general grievance procedure, referring to the umpire the question as to whether or not the company has violated its express commitments as set forth in section 3.04. If the umpire finds that the company has committed such a violation, and if the dispute is not settled

within 5 working days after receipt of the decision of the umpire on the question referred to him, the grievance may be appealed by appropriate locals to the international union as provided in section 11.17 (d).

(d) (i) Upon receipt of appeal from an appropriate local, the Canadian Director of the international union shall, in an effort to attempt to settle the dispute at the local plant level, send an international representative to the plant to investigate the grievance. If after completing his investigation the international representative so requests, a meeting with representatives of the company shall be held. Prior to sending an international representative to make such an investigation, the Canadian director of the international union shall notify the central labour relations staff of the company.

(ii) If a satisfactory disposition of the dispute is not reached as provided above, it may be appealed by written notice from the Canadian director of the international union to the central labour relations staff. A joint committee composed of 3 representatives of the appropriate local and the international union designated by the Canadian director of the international union, and 3 representatives of the company designated by the central labour relations staff, will attempt to settle the issue. This committee shall have 5 working days from the date of receipt of such written notice of appeal to the central labour relations staff to attempt to settle the dispute by direct negotiations or by any other mutually satisfactory manner. Any notice given under this section 11.17 (d) (ii) shall be cancelled automatically 60 working days from the date of such notice, unless this period is extended by mutual agreement or the notice is previously withdrawn by the union.

(e) Failing to reach agreement as herein provided, the union shall have the right to strike over such dispute; provided such strike is properly authorized in accordance with the provisions of the international union's constitution and by-laws. No strike shall commence



subsequent to 60 working days from the date of the notice given under section 11.17 (d) (ii), or any mutually agreed-to extension of such period.

(f) It is expressly understood and agreed that no grievance, complaint, issue, or matter other than the strike-able issue involved will be discussed or negotiated in connection with disputes to which this section 11.17 is applicable, and the union shall not request or insist upon the discussion or negotiation of any extraneous issues either before the authorization of a strike or after the occurrence of a strike.

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October 24, 1979

Mr. Stanley J. Surma,  
Vice-President, Industrial Relations,  
Ford Motor Company of Canada Limited,  
The Canadian Road,  
Oakville, Ontario  
L6J 5E4

Dear Mr. Surma:

In a vote dated February 25, 1975, the chairman of the Board of Administration under the Supplemental Unemployment Benefit Plan, the Separation Payment Plan and the Automatic Short Week Benefit Plan, issued a finding that certain union representatives who were claiming automatic short week benefits for a particular week of lay-off were eligible for such benefits, notwithstanding the circumstances surrounding their replacement.

During the 1979 negotiations the parties recognized that continuation of the arrangements that were in dispute in these cases is not in the best interest of the Parties and agreed that there would be no repetition of the events in dispute in these cases. This agreement in no way limits the

right of local union representatives to utilize short work week provisions under circumstances other than those in dispute in the aforementioned cases.

Yours very truly,

ROBERT WHITE,  
UAW Director for Canada and  
International Vice-President

RW/hk  
opeiu343

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September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

This letter will confirm that employees who elect to apply for supplemental unemployment benefits and then retire in accordance with the options negotiated as part of the job and income security program will be considered as retirees for the purpose of continuing coverage under the legal services plan and the dental plan.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

September 24, 1990

Mr. Robert White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During 1990 Negotiations the company and union had comprehensive discussions concerning the use of drugs in the workplace. Concerns were expressed regarding the adverse effect that drug use and abuse has on employees and their families, and on the debilitating effects on work performance of such employees.

The company and union have jointly agreed to pursue a common goal of a drug-free workplace by implementing the following:

- . a communication plan to increase employee awareness of alcohol and other drug abuse issues including a joint company/union brochure promoting the availability of the Employee Assistance and Substance Abuse Recovery Program, and conveying messages through use of FCN, pay cheque stubs, and other brochures.
- . training for supervisors and union representatives on their roles and responsibilities with respect to employee abuse of alcohol and other drugs:
- . joint training/workshop with the employee assistance/substance abuse representatives and their company counterparts on the effect of alcohol and drugs in the workplace and seeking their recommendations on future plans and activities.

- joint investigation of programs and activities that may assist in achieving the above objectives.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: R. White

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**October 18, 1993**

**Mr. B. Hargrove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During **1993** negotiations, union and company representatives **again** discussed the issue of employees who are affected by major personal problems that adversely affect job performance. In addition to the serious consequences to the individual, both parties **recognize** that personal problems can contribute to absenteeism, turnover, and other disruptions which adversely affect safety, job performance, and employee morale.

As we discussed, the company has undertaken a thorough review of its employee assistance policies relating to employees with personal problems detrimental to their well-being. This review will result in a **continued** empha-

sis on effective efforts to recognize employees who have such problems and to assist them to obtain appropriate advice or treatment. Such assistance may include, but is not necessarily limited to, referral of such employees by company medical personnel and/or employee assistance/substance abuse representatives to appropriate treatment facilities and, when deemed appropriate by the company, approval of necessary absence from work for these purposes. Payment of benefits, if any, will be determined in accordance with the provisions of Appendix 'R' of the Collective Agreement.

In addition, the assistance that can be provided by local employee assistance/substance abuse representatives can be helpful to an employee's efforts to achieve appropriate treatment and/or achieve a healthy lifestyle.

These resources are available to employees on a confidential, voluntary basis and will not jeopardize an employee's status with the company. However, seeking such help does not relieve an employee of the responsibility to maintain acceptable levels of performance and conduct.

The company realizes the importance of the continued cooperation of the union in supporting and assisting the objectives of an Employee Assistance and Substance Abuse Recovery Program. Especially helpful are appropriate supportive efforts that can be made by local union officials and members who have a willingness to work effectively toward the recovery of troubled employees and the encouraging of the adoption of healthy lifestyles by employees. These officials' and members' continued cooperative efforts with local management are needed to achieve the success of the Program.

The company will **again** issue, with co-operation and input from the union, a joint company/union brochure endorsing the Employee Assistance Program and Substance Abuse Recovery Program which will be mailed to the residence of each employee.

In addition, the company will provide annually, for the term of this Collective Agreement, the training it deems

necessary to qualify the employee assistance/substance abuse representatives to satisfactorily perform their functions.

The company will pay the properly designated employee assistance/substance abuse representatives 8 hours daily while attending this training.

We are confident that our **continued** determination to deal constructively with employees who have personal problems which adversely affect their well-being will serve the best interests of employees, their families, the communities in which they live, the CAW, and the company.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

**Mr. B. Hargrove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

This letter will confirm that, pursuant to our common goal of a drug-free workplace, and prior to the mailing of a joint company/union brochure on the Employee Assistance and Substance Abuse Recovery Program, the following notice signed by the respective plant manager and union president, will be posted on plant bulletin boards:

To All Employees:

The CAW and Ford Motor Company of Canada, Limited have established a common goal of achieving a drug-free workplace. Shortly, you will receive a brochure in the mail which describes the CAW/Ford Employee Assistance and Substance Abuse Recovery Program.

Plant management and the local union endorse this program.

The local union employee assistance/substance abuse representative is: (name \_\_\_\_\_) and his/her company counterpart is: (name \_\_\_\_\_).

We encourage you to contact either the union or company employee assistance/ substance abuse representative, or company medical personnel if they can be of assistance in this regard.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During 1993 negotiations the parties discussed the value of enhancing the skills of new substance abuse representatives. In this regard the company agreed to train 4

substance abuse representatives in the proposed Addiction Training Program. This proposed training will consist of 275 hours of formal class room education sponsored by McMaster University and the Addiction Research Foundation and 12 days of Supervised Practical Skills Training (SPST).

The company agrees to pay tuition costs, text books, lost time and travel expenses as required in accordance with company policy on reimbursable expenses.

This agreement is contingent upon full participation of other companies within the automotive sector.

The union agrees to approach government agencies to seek funding to subsidize the cost of the program as well as to investigate the feasibility of having the program conducted in two locations to minimize costs. The Supervised Practical Skills Training (SPST) related to counselling will be conducted locally.

This program will be subject to the evaluation procedure developed by a CAW/Ford Substance Abuse Committee in terms of improved performance as a result of the training. The CAW/Ford Substance Abuse Committee will consist of 2 representatives appointed by the national union and 2 representatives appointed by the company.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

---



October 18, 1993

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

A handwritten signature in dark ink, appearing to be 'W. E. V.', is written over the recipient's address.

Dear Mr. Hargrove:

Subject: Smoking Cessation

During 1993 negotiations the company and union discussed the adverse impact of smoking, both on the health of the employee who smokes and on the health of other employees in the workplace. The parties also discussed the advantages of a smokefree workplace and the need for effective programs to comply with provincial legislation regarding smoking in the workplace.

To this end the company has agreed to pilot a Smoking Cessation Program (the "Program") on the following conditions:

1. The Program will be limited to those smoking cessation programs offered by the Canadian Lung Association, the Canadian Cancer Society, the Ontario Heart and Stroke Foundation or Smoke Enders.
2. The Program will be offered for a period of one (1) month from the date of the posting advising employees of the Program.
3. Under the Program, an employee will be eligible to apply for a 50% refund toward the employee's cost of the Program (maximum \$100.00), to be paid to the employee after he/she has stopped smoking for 6 consecutive months.

4. Employees must register with one of the above smoking cessation programs during the one (1) month term of the Program. The employee cost of the Program is the responsibility of each participating employee.
5. A follow-up study will be done to determine effectiveness of the Program.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

**Mr. B. Hargrove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During **1993** negotiations, the company and the union had comprehensive discussions regarding the issue of employee substance abuse. In this regard, the parties agreed that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger his/her safety, or that of fellow employees and the public at large. As worker health and safety are of paramount concern to the company and the union, the parties are committed to improving the well-being of employees and maintaining a

safe workplace through the effective implementation of the Employee Assistance and Substance Abuse Program.

During these negotiations, the parties also discussed at length the issue of mandatory drug and alcohol testing in the workplace. In recent years, this issue has been the subject of considerable public debate and a number of legal cases in various jurisdictions. The parties agreed that the debate and case law in this area is still evolving, and it is yet unclear whether such testing will be unconditionally supported by the courts.

Some governments have also introduced mandatory drug and alcohol testing laws for specific job functions. These laws recognize the concerns of a number of these legislators regarding the adverse effects of substance abuse on families, the workplace and the general public. The parties acknowledged that as the public gains a broader understanding of the costs and dangers associated with substance abuse, other governments may also introduce such laws and apply them more broadly.

Prior to any introduction of such legislation which affects aspects of the automotive industry in Canada, the company will not introduce drug testing into the workplace, and then, only to those aspects affected by such laws.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: **B. Hargrove**

---

**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the current negotiations, the company and union discussed their mutual interests in advancing the learning of employees through education and training. The parties indicated that many aspects of employee training require co-operation and commitment of both the company and the union. As a result of these discussions the parties agreed to the establishment of local training committees at each plant location. The committees would be comprised of one representative from the union, to be designated by the local union chairperson and one representative from the company, to be designated by the employee relations manager. The parties agreed that it is in their mutual interest to designate members who have experience in the area of education and training.

The local training committee will meet on a quarterly basis and will be responsible for:

- reviewing existing training and development programs;
- tracking employee training;
- coordinating in-plant training programs;
- promoting employee participation.

Issues regarding the implementation of this joint commitment may be referred to the National Union CAW and to the central labour relations staff for resolution.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During 1993 negotiations, the parties discussed the value of providing support and assistance to employees who wish to improve their ability in reading, writing, and mathematics. As a result of these discussions, the company and the union agreed to pilot the B.E.S.T. (Basic Education for Skills Training) Program at the following Ford of Canada locations:

- Oakville
- Windsor
- St. Thomas
- Bramalea

The parties agreed that the B.E.S.T. program would be established within the following guidelines:

- the program will focus on basic literacy and English as a second language;
- the program is to be phased in during calendar year 1994;
- the program is of thirty-seven (37) weeks duration consisting of four (4) hours of class each week;
- a minimum of one (1) class and a maximum of (4) classes will be piloted at each location;
- the class size will be limited to a minimum of six (6) participants and a maximum of twelve (12) participants;
- the local parties will determine the appropriate class schedule and timing, based on plant production schedules;
- the local parties will develop an awareness program to inform employees of the program;
- program will be available on a voluntary basis;
- fifty (50) percent of employee's class-time will be compensated at straight-time rates. Compensated class-time shall not qualify a person for benefits such as, but not limited to short work week;
- the program instructor(s) will be selected by the local union president from the existing workforce for each location as follows:

Oakville	2
Windsor	2
St. Thomas	2
Bramalea	1

- the company will cover the cost of the instructor's lost wages at straight time rate during the B.E.S.T. program two (2) week train-the-trainer course, less five-hundred (\$500.00) dollars paid by the Ontario Federation of Labour;
- the instructor will be paid on a straight-time basis for in-classroom hours, in addition to one (1) hour of paid

preparation time for every four (4) hours of in-classroom time;

- the company will provide suitable facilities and equipment.

The parties agreed that it may be necessary to discuss mechanisms for the replacement of participants in order to avoid any negative impact on quality or efficiency of operations.

Furthermore, the parties agreed to seek government funding in support of the program.

Any problems arising from the implementation of this pilot program will be discussed between the National Union CAW and central labour relations staff.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

During the current negotiations, the company and the union indicated their mutual interests in advancing the learning of employees through education and training. The parties agreed that employee training has positive effects

on product quality and productivity and should provide opportunities for employees to expand their knowledge and improve their sense of accomplishment.

The parties indicated that many aspects of employee education and training require the cooperation and commitment of both the company and the union.

Accordingly, the parties have agreed to establish a CAW-Ford Training Review Committee comprised of three representatives from the union, to be designated by the President, National Union CAW, and three representatives from the company, to be appointed by the Vice President, Employee Relations. This committee will meet on a quarterly basis. The first meeting will be scheduled within sixty (60) days following the effective date of the 1993 Collective Agreement.

The Training Review Committee will be responsible for the following:

- Review current training programs of each location.
- Discuss and recommend training programs to reinforce basic employee skills.
- Analyze long term training needs for employees.
- Explore availability of external funding through Sectoral Councils, Training Boards and other government programs.
- Establish links with educational and training institutions.

In addition the Training Review Committee may conduct other activities that will support employees in the advancement of their learning.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations



November 18, 1984

Mr. R. White  
UAW Director for Canada and  
International Vice President  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

This is to advise you that employees appointed as full-time benefit plans representatives pursuant to section 28.01 of the Collective Agreement who wish to enroll in courses of instruction relating to benefit plans at approved educational institutions shall be eligible to apply for tuition refund for such courses subject to the terms and conditions of the company's Tuition Refund Program.

Yours very truly,  
A. W. Hanlon  
Vice President,  
Industrial Relations

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October 18, 1993

Mr. **B. Hargrove**  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

2513  
/

Dear Mr. **Hat-grove**:

The Tuition Refund Program, established by the company following the 1965 negotiations, is revised effective **October 18, 1993**:

Under the program, the company refunds tuition up to **\$1,500.00** per calendar year (up to **\$2,000.00** per calendar year for approved courses taken at an accredited college **or university**) to seniority employees on the active employment rolls who satisfactorily complete after-hours courses approved by the company at accredited universities, colleges, business schools, high schools, and trade or vocational schools. The training may be either job related or for the employee's advancement within the company. Employee participation in the program is voluntary. The program is administered by the company under terms and conditions established by it from time to time.

In addition to the above, an employee who is laid off due to a plant closing, and, at the time of such layoff, had five (5) or more years of seniority, may utilize the tuition refund program for the purpose of **approved** vocational training to qualify for any available or potential employment opportunities. This expanded tuition refund eligibility shall not exceed **\$1,500.00** (~~**\$2,000.00**~~ for courses taken at an accredited college) and the employee must apply for such refund within twenty-four (24) months from the effective date of layoff.

The grievance procedure set forth in Article 11 of our Collective Agreement has no application to, or jurisdiction over, any matter relating to this program.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: **B. Hargrove**

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December 9, 1973

Mr. K. Hallsworth  
Vice President-Industrial Relations  
Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, Ontario

Dear Mr. Hallsworth:

Re: Indemnity Clause

This letter is to confirm our understanding and agreement reached today that the union shall indemnify and hold harmless the company for any sums paid by the company to any person or persons

(i) as a result of any final order or judgment of any court or administrative agency in favour of such person or persons, or

(ii) with the consent of the union,

when the claim for said sum arises out of action taken by the company in accordance with the provisions of article 5 of the Collective Agreement between Ford Motor Company of Canada, Limited and the union entered into

today, or in reliance on any list, notice or assignment furnished by the union to the company under any of such provisions, or by the company or trustee of the Ford of Canada-UAW Supplemental Unemployment Benefit Plan Fund in connection with the deduction of union dues from Regular Supplemental Unemployment Benefits.

Yours very truly,  
Dennis McDermott  
Vice President and  
Canadian Director

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October 5, 1987

Mr. R. White  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

In the event that an Advance Income Tax Ruling from the Department of National Revenue in form and substance satisfactory to the company relating to the deductibility of amounts paid by the company to the P.E.L. Trust is not maintained, or if at any time during the period covered by our November 4, 1979 letter the contribution specified therein shall cease to be deductible under any applicable legislation or regulations, then the company agrees that it will negotiate further with the union in an effort to develop an arrangement which will be satisfactory to the Department of National Revenue with respect to the deduction of contributions but in any event will negotiate further with the union concerning an appropriate

disposition of the total amount specified in our letter of October 5, 1987 to be utilized as a contribution to the C.A.W. Leadership Training Program (P.E.L. Trust).

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Industrial Relations

Concur: R. White

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September 24, 1990

Mr. Robert White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

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A

Dear Mr. White:

Subject: Consideration of Legal Services Plan  
Applicability To Matters Under United States  
Law

During 1990 negotiations, the company and union discussed provisions of the CAW-Ford Legal Services Plan (the "Plan") which provide benefits only in matters arising under law(s) in Canada. There are Participants, as defined in the Plan, who may have legal matters that would qualify for benefits under the Plan except that those matters arise under law(s) in the United States.

This issue is complicated by a number of factors such as lack of information concerning the number of participants that may be covered, potential tax and legal implications and the fact that certain legal services provided in the United States may cost substantially more than those same services in Canada.

The parties are committed to making a good faith effort to expeditiously address this issue after the current negotiations are completed. It is understood that any arrangements agreed upon to apply benefits under the Plan to U.S. legal matters would be limited to covering comparable matters to those set forth in section 5.03 of the Agreement between the company and the union which establishes the Plan, and would be further limited to paying the identical benefit fees, in Canadian dollars, that would otherwise be paid under the fee schedule which forms part of that Agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

**Mr. B. Hargrove**  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During these negotiations the parties have discussed the labour education program developed by the union for the

purpose of upgrading the skills which employees utilize in all aspects of trade union functions and the matter of company financial support of this program. This program, entitled the CAW Leadership Training Program, has received contributions from the company over a **fourteen** year period which began in March of 1980.

In recognition, therefore, of the contributions this program can make to the improvement of the union/management relationship and toward a more effective administration of the Collective Agreement, the company agrees as hereinafter set forth to make a grant to the C.A.W. Leadership Training Program (P.E.L. Trust).

Past company contributions to the Leadership Training Program (P.E.L.) Trust have been tax deductible. Providing that such amounts shall continue to be deductible, the company will make quarterly contributions to the P.E.L. Trust equal to **three cents (3¢)** for each hour worked in the preceding thirteen (13) week period on the following dates:

<i>Hours Worked</i>	<i>Payment Date</i>
<b>09/27/93 – 12/26/93</b>	<b>01/31/94</b>
<b>12/27/93 – 03/27/94</b>	<b>04/29/94</b>
<b>03/28/94 – 06/26/94</b>	<b>07/29/94</b>
<b>06/27/94 – 09/25/94</b>	<b>10/31/94</b>
<b>09/26/94 – 12/25/94</b>	<b>01/31/95</b>
<b>12/26/94 – 03/26/95</b>	<b>04/28/95</b>
<b>03/27/95 – 06/25/95</b>	<b>07/31/95</b>
<b>06/26/95 – 09/24/95</b>	<b>10/31/95</b>
<b>09/25/95 – 12/31/95</b>	<b>01/31/96</b>
<b>01/01/96 – 03/31/96</b>	<b>04/30/96</b>
<b>04/01/96 – 06/30/96</b>	<b>07/31/96</b>
<b>07/01/96 – 09/29/96</b>	<b>10/31/96</b>

The union will cooperate fully in providing the company with all documents regarding the C.A.W. Leadership Training Program (P.E.L. Trust) as it may require in order to maintain the aforementioned income tax ruling received from the

Department of National Revenue and related to the deductibility of amounts paid by the company to the P.E.L. Trust.

It is understood and agreed that the portion of the P.E.L. Trust Fund represented by the company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the company who attend sessions of the labour education program as described by the union during these negotiations. Annually the union will provide the company with an audited statement prepared by an independent public accounting firm certifying that all expenditures made from the P.E.L. Trust Fund were made in accordance with the intent and purposes of the Trust Deed dated July 3, 1979, establishing the P.E.L. Trust.

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A leave of absence for participation in the union's program will be granted by the company in accordance with article 27 of the Collective Agreement to seniority employees designated by the President of the national union to the Vice President, Employee Relations for the company on four (4) weeks' advance written notice specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the company's plants.

Employees granted such leaves will be excused from work without pay for up to twenty (20) days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave during the term of the **1993** Collective Agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

**Concur:** B. Hargrove



October 18, 1993

Mr. **B. Hargrove**  
National President  
National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada (CAW -- Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9



Dear Mr. **Hat-grove**:

During negotiations the parties discussed the subject of child care for CAW represented employees covered by the Collective Agreement.

Arrangements may be made to finance the program by using available funds from the Special Contingency Fund up to **\$.045** per straight-time hour worked.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

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October 18, 1993

Mr. **B. Hat-grove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hargrove**:

During **1993** negotiations, the parties discussed the Social Justice Fund **which has been established** to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

Subject to the following conditions, the company will make quarterly contributions to such a fund equal to one cent (1¢) for each straight time hour worked in the preceding thirteen (13) week period on the following dates:

<i>Hours Worked</i>	<i>Payment Date</i>
<b>09/27/93 – 12/26/93</b>	<b>01/31/94</b>
<b>12/27/93 – 03/27/94</b>	<b>04/29/94</b>
<b>03/28/94 – 06/26/94</b>	<b>07/29/94</b>
<b>06/27/94 – 09/25/94</b>	<b>10/31/94</b>
<b>09/26/94 – 12/25/94</b>	<b>01/31/95</b>
<b>12/26/94 – 03/26/95</b>	<b>04/28/95</b>
<b>03/27/95 – 06/25/95</b>	<b>07/31/95</b>
<b>06/26/95 – 09/24/95</b>	<b>10/31/95</b>
<b>09/25/95 – 12/31/95</b>	<b>01/31/96</b>
<b>01/01/96 – 03/31/96</b>	<b>04/30/96</b>
<b>04/01/96 – 06/30/96</b>	<b>07/31/96</b>
<b>07/01/96 – 09/29/96</b>	<b>10/31/96</b>

The company will make these quarterly payments provided that

1. (a) the union **maintains the incorporation of** the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- (b) the union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- (c) the union maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the company makes to the non-profit corporation are tax deductible;
- (d) the union provides the company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
- (e) the objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
  - (i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act,
  - (ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions,
  - (iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making financial contributions,

(iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

The company will pay each subsequent quarterly contribution as set forth above, as long as the requirements of points (a) to (d) above continue to be met by the union.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

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November 18, 1984

Mr. A. W. Hanlon  
Vice President  
Industrial Relations  
Ford Motor Company of Canada, Limited  
The Canadian Road  
Oakville, Ontario  
L6J 5E4

Dear Mr. Hanlon:

During 1984 negotiations, it was acknowledged that at certain locations the local parties presently have special arrangements which provide for the release of vacation pay cheques at least one week prior to an established vacation period. The union requested the expansion of such arrangements to include all locations and to affect all vacation pay cheques including those cheques for individual employees' vacation scheduled outside of any established vacation period. In making this request the union recognized the concern that the company has with respect to

absenteeism, and acknowledged that release of vacation pay cheques earlier than provided for in the Collective Agreement, by virtue of its potential impact on absenteeism, could cause difficulties in completing production requirements.

In consideration of the company agreeing to release vacation pay cheques at least one week in advance of employees' vacation as scheduled, the union will undertake to make every effort to ensure that employees report for work following such early release of vacation pay cheques.

The union recognizes that the company will revert to arrangements for the release of vacation pay cheques as provided for in the Collective Agreement at any location where the company experiences abnormal absenteeism after releasing vacation pay cheques as provided for in this letter.

Yours very truly,  
R. White  
UAW Director for Canada and  
International Vice President

---

September 24, 1990

Mr. R. White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

During the 1990 negotiations, the parties discussed the Vacation with Pay Plan and its purpose of providing employees with paid time away from work during the course of the year.

While the parties recognize that circumstances may arise that prevent full utilization of such paid time off, they agreed that employees should be encouraged to take their vacation time, rather than pay in lieu. In this regard, the company agreed that it would conduct its business in a manner consistent with such encouragement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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September 24, 1990

Mr. Robert White  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. White:

This will confirm that the regular hourly wage rate for the classifications listed below will be increased by \$.40 after the application of the increase provided for in section 21.02(a), notwithstanding the fact that these classifications are not included in Appendix 'F', 'H', 'K' or 'P'.

- Plant Maintenance Person
- Maintenance Person Welding Equipment
- Tool Grinder A

- Tool Grinder B
- Waste Disposal Equipment Operator & Minor Maintenance
- Small Tool Repairperson
- Paint Process Equipment Technician
- Inspector Tool Grinding

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

**Mr. B. Hat-grove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. **Hat-grove**:

This letter is to confirm certain agreements reached by Ford Motor Company of Canada, Limited and the National Union, CAW, regarding the calculation of the cost-of-living allowance pursuant to section 2 1.03 of this Agreement.

It was agreed that the parties shall calculate the monthly Consumer Price Index beginning with the month of August **1993**, using the Consumer Price Index (**1986 = 100**) for August, **1993**, published (in September **1993**) by Statistics Canada **and each month thereafter during the term of the Agreement through the Index for April 1996.**

In applying the provisions of section 2 1.03 of the new Collective Agreement, the company shall prepare a notification letter to the union setting forth the Consumer Price Index for each of the three months that form the basis for an adjustment, and the average of those three months rounded to the nearest 0.1 Index point using the Engineering Method of Rounding as described in the attachment. This notification letter will be prepared and sent to the union after publication of the appropriate Consumer Price Indexes for the third month used for each adjustment period in accordance with section 2 1.03(c) of the Collective Agreement.

If the union claims that the company's calculation in any particular instance were not made in accordance with the terms of this Letter of Understanding, it may refer the matter to the umpire at step 4 of the grievance procedure as set forth in article 11 of the Collective Agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Attachment

Concur: B. Hargrove

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### **Engineering Method of Rounding**

The following rules of rounding shall apply:

1. If the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.
2. If the left most of the digits discarded is greater than 5,



or is 5 followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, 130.557 becomes 130.6.

3. If the leftmost of the digits discarded is 5, followed by zeros, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

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**October 18, 1993**

**Mr. B. Hargrove**  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear **Mr. Hat-grove**:

Subject: Cost-of-Living Transfer –  
Employees Under Hiring-in Rate

This will confirm the understanding reached during **1993** negotiations that employees under a hiring-in rate on **October 18, 1993** will have the full amount of the cost-of-living allowance under the Collective Agreement (**\$1.45**) transferred to their base wage rates on **October 18, 1993** even though this will raise their base rate above the appropriate percentage of the negotiated classification rate of the job to which they are assigned based on their number of weeks of employment completed as provided in article 24.01 of the Collective Agreement. When they

complete 78 weeks of employment, such employees will receive an increase to the negotiated classification rate of the job to which they are assigned as prescribed in article 24.01(ii) in the **1993** Collective Agreement.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

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**October 18, 1993**

Mr. B. Hargrove  
National President  
National Automobile, Aerospace and  
Agricultural Implement Workers  
Union of Canada (CAW-Canada)  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Hargrove:

As in past negotiations, the company and the union agree that for purposes only of applying the increase in regular hourly wage rates described in section 21.02(a) of the Collective Agreement dated October 18, 1993 and only during the period September 15, 1993 up to October 18, 1993, the employees to whom such increase shall be granted shall include only:

- (i) employees on the active roll of the company as at October 18, 1993;
- (ii) employees on laid-off status as at October 18, 1993;
- (iii) employees on the inactive roll of the company as at October 18, 1993, but who performed work for the company on or after September 15, 1993; and

(iv) employees who have retired under the provisions of the Retirement Pension Plan dated October 18, 1993 after September 15, 1993 up to October 18, 1993.

Yours very truly,  
FORD MOTOR COMPANY  
OF CANADA, Limited  
D. J. McKenzie  
Vice President,  
Employee Relations

Concur: B. Hargrove

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## STATEMENTS – 1962

The union and the company will meet periodically as required to discuss the possibility of recalling employees on indefinite layoff due to disability by displacing employees with less seniority on jobs which the disabled employees are able and willing to perform.

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In carrying out the requirements of sections 20.09 and 20.10, it is agreed that this provision shall not be construed as obligating the company to reassign employees from one shift to another in order to effect the equitable distribution contemplated by this section.

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The parties agree that graduates of the former Ford of Canada Trade School meet the requirements of the definition for “journeyman” appearing in section 1.01 of the Collective Agreement.

## STATEMENT – 1965 VACATIONS

The vacation provisions of the collective agreement shall be amended to provide vacation pay as outlined in the following table:

<i>Seniority</i>	<i>Number of Hours Pay at Hourly Wage Rate</i>
1 Year but less than 3 Years	80 Hours
3 Years but less than 15 Years	120 Hours
15 Years and over	160 Hours

In granting the increased vacation pay, it shall be understood that in designating a period established as the vacation period by the company for each of the locations as referred to in section 26.06 of the collective agreement, it may be necessary at any or all locations to limit the

designated period to a period less than the period for which vacation pay has been earned by employees with any additional vacation entitlement being taken at an earlier or later date during the calendar year as the employee concerned may arrange with his foreman or he may be paid in lieu of the additional vacation to which he is entitled. It should also be understood that at Windsor and Oakville separate vacation periods may be established for the individual plants.

#### **STATEMENT – 1968**

The company will provide each local from time to time with a list of the journeymen who have been hired for each trade during the preceding week. Such list will be sent to the skilled trades chairman at Windsor, Oakville and St. Thomas, and to the chairman of the negotiating committee at Niagara.

#### **STATEMENTS – 1971**

On December 7, 1970 representatives of the company met with the Financial Secretaries of local 200 and local 707 U.A.W. to discuss certain matters relating to the record of those employees from whose pay deductions have been made under article 5 of the Collective Agreement then in force.

On the basis of requests for changes which were made by the Financial Secretaries, the company undertook to:

- (1) List the names of employees in the record in sequence according to Social Insurance Numbers,
- (2) Include in the record the addresses on the records of the company of the employees whose names appear in the list,
- (3) Include deductions from vacation pay in the record for the month during which vacation is taken.

Lists will be prepared in accordance with these requests commencing with the record for the first month following the effective date of the new Collective Agreement.

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The company will arrange to post a notice from time to time for the information of employees at Windsor, Oakville, Niagara or St. Thomas, as the case may be, advising them as to the steps an employee should take if he is interested in being considered by the company for employment in one of the skilled trades at the location where he is employed.

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In the event that an employee who has not performed work for the company for a period of more than one year due to a disability from sickness or accident cannot be returned to work consistent with his seniority as a result of the disability, exception may be made to the seniority provisions of the Collective Agreement in favour of such employee as if the disability were a major disability.

---

The parties have agreed to revision of sections 20.10 and 20.11 and appendix 'M' with the understanding that if any disputes should develop later concerning the meaning or intent of any of the terms of such revised provisions, reference shall be made back to those sections and appendix 'M' as they appeared in the Collective Agreement dated April 23, 1968.

---

'This is to confirm the understanding given during current negotiations that the company will undertake to follow the Ford Motor Company procedures in the United States with respect to the administration of Accident & Sickness

claims on behalf of partially disabled employees who cannot be placed under sections 15.10(a), 15.29(a), 15.48(a), 15.62(a) and 15.79(a) of the Collective Agreement.

---

As discussed during current negotiations the company and the union agreed that the exceptions, limitations and restrictions imposed effective April 1, 1971, with respect to Accident & Sickness Benefits, under sections 4(a) and 11(c) of the Group Life and Disability Insurance Program and, with respect to H-S-M-D coverages, under sections 2(a), 2(b) and 3(b) of the H-S-M-D Program provided under article 29 of the new Collective Agreement will not be applied to an employee hired prior to April 1, 1971, who, under the following specific conditions, and for the purposes of the above section 4 only, shall be deemed to have been reinstated,

(a) such employee was on the active roll of the company on or after the effective date of the Collective Agreement, quit his employment and was rehired within 31 days at another company location; or

(b) such employee was on the active roll of the company on or after the effective date of the Collective Agreement, was laid off and was rehired, before the end of the month following the month in which he was last laid off, at another company location, and had recall rights at his former company location at the time of his rehire.

If the employee described in (a) and (b) above, was first hired on or after April 1, 1971, and is not entitled to Accident & Sickness Benefits for 52 weeks under coverage provided at his new company location, the period from the date of his last hire at his former company location to the date of his quit or layoff preceding rehire at his new company location may be aggregated with his time at commencement of disability since rehire at his new company location for the purpose of determining the length of

the period of his entitlement for payment of Accident & Sickness Benefits, save that in any event such aggregate period shall not exceed 52 weeks. For purposes of the above mentioned section 4 only the employee described in (a) and (b) above shall be deemed to have been reinstated.

#### **STATEMENTS – 1973**

During 1973 negotiations, the company advised the union that, when work is being sought for the placement of an employee employed in a trade listed in appendix 'F', 'H', 'K' or 'P' who is suffering a disability from sickness or accident, a placement for the employee concerned will be sought by the company at his location in the trade in which he is employed. Failing satisfactory placement, the matter of placing him in a related trade will be discussed between the company and the appropriate skilled trades chairman.

---

During 1973 negotiations, the company told the union that it would be prepared, at the request of the union, to discuss with the union any problems that may arise at any location concerning the rotation of work assignments among skilled tradesmen in each classification.

---

Section 13.02 of the Collective Agreement provides for conferences to be held between the master negotiating committee and representatives of the company and for an agenda to be supplied for each such conference. Within 14 working days following each such conference, the company will provide the master negotiating committee with a written report setting out the disposition of each item on the agenda indicating those that were settled, those withdrawn and those not resolved.

---



During current negotiations, the company acknowledged that the term "current spouse" as set out in section 21.09 of the Collective Agreement dated December 9, 1973 would be interpreted to include the deceased spouse of an employee, provided the employee has not remarried.

---

Beginning with vacations in 1974, in the case of an employee who obtained employment in one of the bargaining units defined in the Collective Agreement during a period when he was on layoff from another such bargaining unit, "seniority" for the purpose of calculating vacation and vacation pay shall mean the seniority which the employee would have if the seniority he accumulated at a former company location had not been forfeited when he elected to remain at his present location rather than accept recall to the former company location from which he had previously been laid off.

An employee will be required to request a review of his employment record for this purpose in order to qualify for the additional vacation and vacation pay to which he may be entitled in accordance with the above arrangement.

---

For the purpose of section 28.01 of the Collective Agreement dated December 9, 1973, "medical officer of the company" means a person authorized by the company to make determinations with respect to sending employees home or to an outside hospital or outside doctor because of an injury, and may include medical doctors, nurses, first aid attendants, and any other persons authorized by the company to make such determinations.

## STATEMENTS - 1976

The company will deduct for the Canadian Region Skilled Trades Council U.A.W. such sum as is properly authorized from time to time by the Canadian Region Skilled Trades Council U.A.W.

(a) commencing in January, 1977 and once each year thereafter from the pay for the second week in each calendar year of each employee who is employed in one of the skilled trades listed in Appendix 'F', 'H', 'K' and 'P', and

(b) from the first pay of each employee hired after January 1, 1977 who is employed in one of the skilled trades listed in Appendix 'F', 'H', 'K' and 'P', provided that at the time of such deduction there is in the possession of the company a subsisting written assignment, executed by the employee, in the form and according to the terms of the authorization form attached as Attachment 'A', authorizing such deduction by the company. The assignment will continue effective in accordance with its terms unless otherwise revoked by the employee. All sums deducted shall be remitted to the financial secretary of the appropriate local, to be allocated and distributed by them to the Canadian Region Skilled Trades Council U.A.W. They shall be included in the amount identified as Initiation Dues in the Union Dues and Initiation Fees Monthly Report. A listing of such annual deductions will be given to the skilled trades chairman and the financial secretary of each local.

In the event the deduction cannot be made from an employee's pay for the pay referred to above, such deduction will be made from the pay for the first week following his return to work.

**ATTACHMENT 'A'**  
**CANADIAN REGION SKILLED TRADES COUNCIL**  
**U.A.W.**

TO:

You are hereby authorized to deduct from my pay each year, commencing with the deduction for . . . . ., such sum as is properly authorized from time to time by the Canadian Region Skilled Trades Council U.A.W. to represent my annual dues as a member of the Canadian Region Skilled Trades Council U.A.W. and to remit the amount so deducted to the Financial Secretary of Local . . . . ., U.A.W.

Name .....  
(Please Print)

Date ..... Trade .....

Master No. .... Soc. Ins. No. ....

Signed .....

**STATEMENTS – 1979**  
**Skilled Trades**  
**Training Incentive Payments**

The company will arrange to pay the training incentive payments described in paragraph 6 of Appendix J by separate cheque.

---

During the course of 1979 negotiations the company indicated that appropriate protective jackets will be made available upon request to those tradesmen required to perform welding work.

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## STATEMENTS – 1982

During the 1982 negotiations, the company and the union discussed the feasibility of replacing the current correspondence program for apprentices at Oakville and St. Thomas, with an alternate course of related classroom training or block release program. It was agreed that this task was a proper responsibility of the joint apprenticeship committees at these locations.

In addition, the company advised the union that the company would review locally, at the plants in Windsor, Oakville and St. Thomas, the feasibility of adding apprentices at these locations in the light of all attendant circumstances.

---

During the 1982 negotiations, the parties emphasized the importance of the role of the individual members of the Committee on Technological Progress. In response to concerns expressed by the union, the company undertook to review the make-up of the present Committee members and make adjustments as necessary to ensure that the appropriate organizational components will be represented. In addition, the plant employee relations manager and the skilled trades representative, who is a member of the Committee on Technological Progress, will meet locally to administer details referred to them by the Committee on Technological Progress.

---

During the course of the 1982 negotiations, the parties discussed technological progress and the need for continued training of the skilled trades work force. Management reaffirmed its commitments to continue the skilled trades training referred to in its letter dated November 4, 1979.

---

During the 1982 negotiations, the union indicated a concern relative to plant management's understanding and subsequent application of the company's procedures dealing with outside contracting set forth in its letter of November 4, 1979.

In an effort to alleviate the union's concerns, the company advised the union that the manager – labour relations & hourly personnel for the company will convene meetings, subsequent to negotiations, with appropriate members of plant management for the purpose of reviewing the noted procedures and related company policies. The skilled trades chairmen will be invited to attend such meetings.

---

During the 1982 negotiations, the issue was raised that full implementation of the Skilled Trades Work Assignments provision as provided in article 36 and the principles of exhibit I had not been resolved in some locations.

In seeking a solution to this problem, the company, where necessary, will designate at the location a person or persons with the authority to discuss and work out a resolve to Skilled Trades work assignments.

---

During the 1982 negotiations, the company advised the union that it would provide the Skilled Trades Chairman, upon request, copies of employment documentation submitted by applicants for skilled trades employment in order to satisfy the provisions relating to journeyman set out in section 1.01 of the Collective Agreement.

---

During the term of the Collective Agreement dated October 10, 1982, the following practices pertaining to the wage rates of employees employed in a classification listed in appendix 'F', 'H', 'K', or 'P' shall be followed:

1. Present employees shall be placed at the maximum rate of the spread.
2. New employees shall be hired at the midpoint of the spread (10 cents below the maximum rate of the spread).
3. During the life of the agreement, employees transferred or promoted to a skilled journeyman classification shall be placed at the maximum rate of the spread and employees promoted to Leader classifications shall be placed at the maximum Leader increment.
4. During the term of the Collective Agreement dated October 10, 1982, any such employee who is receiving a wage rate below the maximum rate shall progress to the maximum rate upon completion of 320 hours of work for the company, on the basis of an increase of 5 cents per hour upon completion of 160 hours of satisfactory work and a further increase of 5 cents per hour upon completion of a further period of 160 hours of satisfactory work.  
Thereafter rate placement and progress shall be effected by applying the principles of the U.S. rate progression system.
5. Temporary additional help will be paid at the minimum of the spread (20 cents below the maximum rate of the spread).

#### **STATEMENTS – 1984**

Notwithstanding the provisions of section 10.09 of the collective agreement, the company agreed to continue the practice of allowing the union to bring members of the international staff to master negotiating committee meetings as required.

---

During 1984 negotiations the parties discussed the circumstances where an employee preferentially placed at a new location is subsequently discharged. In any such case where the employee has been discharged for inability to

perform assigned work, the parties agreed that seniority at his former location will be retained.

---

During the 1984 negotiations, the union discussed at great lengths the need for improved utilization of the present construction units on project work at Oakville and St. Thomas and a construction unit at Windsor. The company advised the union that, following the conclusion of negotiations, a meeting to discuss the concerns of each skilled trades chairman would be arranged with appropriate plant management.

---

During the 1984 negotiations, the union requested that there be no indefinite layoff notices issued at a location when there are employees of an outside contractor in the same trade at work on company premises.

In the event it becomes necessary, the company agreed to meet with the local skilled trades chairman to discuss his concerns in this regard.

---

During the 1984 negotiations the union complained that in certain instances plant management requested and contracted for maintenance service on leased equipment, and extended warranty arrangements or service contracts were being purchased which impacted the job security of seniority employees in skilled trades classifications. Management stated that, while section 3.04 does not limit the "fulfillment of warranty obligations by vendors", warranty arrangements that extend beyond those customarily provided or the obtaining of service contracts are not covered by these provisions. Rather, such arrangements or service contracts covering work normally and historically performed by represented skilled trades employees are to be considered in the same manner as contracts for the performance of maintenance work and such decisions are

covered by the provisions of section 3.04 of the Agreement. The local plant Managements will be advised accordingly.

---

During the 1984 negotiations, the parties discussed the functions of the Committee on 'Technological Progress. In this regard, the company informed the union that its current members are:

Windsor – the employee relations and manufacturing engineering managers

St. Thomas – the employee relations and manufacturing engineering managers

Oakville – the employee relations and manufacturing engineering managers

and the manager, labour relations and hourly personnel for the company.

In the event any of the above-mentioned is unable to participate in a particular meeting, a designee from that location will act as a replacement.

#### **STATEMENTS – 1987**

In order to address concerns raised by each of the skilled trades chairpersons at Oakville, St. Thomas and Windsor concerning outsourcing of projects and maintenance work, the company agreed to schedule a meeting at each location with senior management to allow the skilled trades chairperson to present his/her recommendations on the merit of increased utilization of the workforce. Additionally, if deemed necessary by the union, it was further agreed that outstanding concerns would be discussed at conferences described in section 13.03 of the Agreement.

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During 1987 negotiations the union expressed concern regarding the letting of a contract while seniority employees who customarily perform the work are on indefinite layoff. In this regard, the company agreed to review and discuss all of its outside contracting considerations within the context of its commitment to fully utilize seniority employees in the skilled trades in accordance with the provisions of the Agreement and letters exchanged between the parties.

---

During 1987 negotiations, the union voiced concern about the inadequacy of training of skilled trades journeymen/women impacted by the introduction of new technology.

In response, the company reaffirmed its interest in affording maximum opportunity for employees to progress with advancing technology and will continue to make available appropriate training programs. It was agreed that unresolved concerns at any of the plant locations would be referred to and discussed by members of the Committee on Technological Progress.

#### **STATEMENTS – 1990**

During 1990 negotiations, the parties discussed matters related to the compilation of data for work allocations, work distributions and time studies. The company agreed that, in the case of time studies, data would not be finalized prior to the actual observation of the operation by a person responsible for the time studies and methods.

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During the course of 1990 negotiations, the parties discussed matters related to the observation of employees by time study and methods personnel as provided for in section 30.02 of the Collective Agreement. The parties agreed that the actual time spent in such observations will vary but in any case must be adequate to allow for accurate data

to be compiled. The parties also agreed that there are occasionally justifiable reasons, an example of which would be a request for clarification of information from the special committee person, which necessitate additional observations. The parties noted that the application of section 30.02 providing for notification to an employee at the time a study is to be made helps minimize confusion over the presence of time study and methods personnel; the company agreed that it would reinforce the importance of these employee notifications with all personnel responsible for time study and methods following these negotiations.

---

During 1990 negotiations the parties had discussions pertaining to training provided to tradespersons on new specialized equipment or machines. The company confirmed its intention to continue, where required and practical, the practice of assigning appropriate tradespersons to work with vendor/contractor representatives on a 'buddy' system to permit these tradespersons to acquire the familiarity and knowledge necessary to ensure effective maintenance and servicing of the equipment.

---

During 1990 negotiations the union expressed concern regarding the policy of the company to fully utilize its seniority employees in the skilled trades (appendix 'F', 'H', 'K' and 'P') in the performance of maintenance and trades work. A great deal of emphasis was directed to the letting of contracts while seniority employees who customarily perform the work remain on indefinite layoff. Company representatives stated that as outlined in the provisions of section 3.04 of the Agreement and in accordance with the letter to the union of April 23, 1968, at times and for varying reasons while desirable it would not always be practicable or advisable for certain work to be performed by our own company.

However, provided we have the necessary facilities and

equipment and can perform the work required with our own workforce, including the recall of laid off employees if time and circumstances permit and they have the requisite skills, in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention to keep such work within the company.

Without limiting the generality of the foregoing, some examples where it would not be advisable to recall employees from indefinite layoff include:

- work of an urgent nature
- size of the job
- limited duration of the job
- number and skills of available employees including those on layoff

---

During 1990 negotiations the skilled trades chairperson at Oakville voiced his concern about outsourcing actions related to certain specific fabrication, servicing and repair functions. The company agreed to schedule a meeting with senior management at Oakville to allow the skilled trades chairperson an opportunity to present his recommendations on the merit of increased utilization of the workforce.

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#### **STATEMENTS – 1993**

This will confirm that employees on the active roll of the company classified as Welder – Maintenance – Combination will receive a \$150.00 lump sum payment during the week of December 6, 1993.

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During 1993 negotiations the company agreed to pay for, upon receipt of verification of payment, the annual fee for special licenses required by the company which are over and above the basic trade license.

---

During 1993 negotiations, the parties discussed at great length the critical importance of objectivity during the administration of matters relative to article 30 of the Collective Agreement. Aspects discussed included the preparation of documents related to production standards and the addressing of disputes under section 30.04. For its part, the company agreed that it would communicate the foregoing to the appropriate members of management including supervision.

---

During 1993 negotiations, the parties discussed matters related to the compilation of data for work allocations, work distribution, and time studies. The company agreed that it was essential that company representatives take into consideration all work elements assigned to an operator when dealing with disputes which may arise under section 30.04 of the Collective Agreement. The company also agreed that members of supervision, when providing operators with full job instructions, would review proper methods and sequence as a part of the instruction.

---

During the course of 1993 negotiations, the parties held considerable discussions on the subject of the work allocation-related systems which are being developed and introduced by the company in its assembly plants, including the three Canadian assembly plants. Within these discussions, the parties acknowledged that the systems in question were broad, detailed, and in certain respects, complex. The parties also noted that the introduction timing for the subject systems could vary, on a plant-by-plant basis,

consistent with other operational considerations; consequently, the development of local operating practices and approaches related to these systems would likewise have different timing.

The parties agreed that ongoing dialogue between local management representatives and local union representatives at each location would be essential to a smooth and orderly transition being realized.

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During the 1993 negotiations, the union expressed concerns related to overcycle and recovery time at the Oakville and St. Thomas Assembly Plants, and the Ontario Truck Plant. The company assured the union that it would continue its efforts to schedule balanced option content and control mix ratios in order to minimize overcycles.

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