

# Collective Agreement

Between

Ford Electronics Manufacturing Corp

and

International Association of Machinists and Aerospace Workers  
Lodge local 2113

Begins:  
11/19/1988

Terminates:  
01/10/1992

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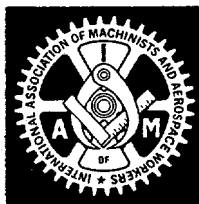
# COLLECTIVE AGREEMENT

between



**FORD ELECTRONICS  
MANUFACTURING CORPORATION**

and



**THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

and

**LOCAL LODGE # 2113  
1988-1992**

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# COLLECTIVE AGREEMENT

This Collective Agreement is made effective this 19th day of November, 1988

## BETWEEN

FORD ELECTRONICS MANUFACTURING CORPORATION, hereinafter referred to as the "Company"

~~and~~

THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS and its LOCAL LODGE NO. 2113, hereinafter referred to as the "Union".

## PURPOSE

1.01 - The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union and the means by which complaints, grievances and disputes shall be disposed of promptly, equitably and in a spirit of mutual co-operation.

## RECOGNITION

2.01 - (a) The Company recognizes the Union as the sole and exclusive collective bargaining agency for all of the employees of the Company at its operation in the Town of Markham, save and except Supervisors, Foremen, persons above the rank of Supervisor/Foreman, Office, Sales Staff and Security Guards.

(b) In the event the Company closes its Markham Plant and operations currently performed by bargaining unit employees are relocated to a newly established facility within the province of Ontario, the Company will continue to recognize the Union as the sole and exclusive collective bargaining agency and the provisions of this collective bargaining agreement will be extended to cover the new facility.

2.02 - The Company agrees that it will not permit any person not within the Bargaining Unit to perform the work or operations normally done by an employee within the Bargaining Unit, with exceptions in the following types of situations.

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(a) In line set-ups where qualified Bargaining Unit personnel are not directly available.

(b) In experimental work or inventory, (except that of initial routine counting and recording of production materials).

(c) In an emergency or instructing employees.

(d) The Company will notify the Line Steward or Chief Steward prior to performing work outlined by paragraphs 2.02 (a), (b) and (c).

## **RIGHTS OF MANAGEMENT**

3.01 - The Union acknowledges that it is the exclusive function of the company: -

(a) To maintain order, discipline and efficiency;

(b) To hire, retire, direct, promote, demote, transfer, discipline, suspend and discharge employees and to increase and decrease the working forces, provided a claim of discriminatory promotion, demotion, transfer, discipline, retirement and suspension or a claim by an employee that they have been discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided;

(c) Generally to manage the business in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of establishments, the products to be manufactured, processed or handled, the methods and processes to be used, schedules of production and work, kinds and locations of machines, tools and equipment to be used, engineering required, and the control of materials to be used in the products manufactured or handled;

(d) To make, alter and enforce rules and regulations to be observed by employees. Such rules and regulations shall not be inconsistent with the terms of this Agreement.

## **CHECK-OFF OF UNION DUES**

4.01 - All employees covered by this Agreement shall as a condition of employment, upon completion of their respective probationary periods, become members of the Union and remain members in good standing in the Union during the term of this Agreement.

Prior to starting work, new employees shall be required to complete and sign the Union Membership Application form and they will be introduced to their Shop Steward by their Supervisor.

4.02 - Employees shall be required to authorize the Company on a form provided to deduct from each week's pay an amount equal to the regular

weekly dues of the Union. Such deductions shall **be** remitted to the Local Lodge of the Union, together with a list of employees from whom such deductions were made. The list will include hires and severances.

The Company will show the amount of dues deducted on T-4 slips **issued** to employees.

## **NO STRIKES AND NO LOCKOUTS**

5.01 - The Company agrees that it will not cause or direct any lock-out of its employees **so long as this** Agreement continues to operate, and the Union agrees that there will be no strikes, slow-down, sit-down, work stoppage or suspension of work, either complete or partial for any reason by the employees **so long as this** Agreement continues to **operate**.

## **NO DISCRIMINATION**

6.01 - The Company agrees that there will **be** no discrimination, interference, restraint, **or** coercion exercised or practised by the Company **or** by any of its representatives with respect to any employee.

6.02 - The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised **or** practiced upon employees of the Company by any of its members or representatives, and there will **be** no solicitation for membership, or other union activity on the premises of the Company during an employee's working hours except **as** otherwise provided in this Agreement.

6.03 - **The** Company agrees that it will not discriminate against any person **because of race;** creed; colour; nationality; **ancestry** or place of origin; sex or age **as** provided in the Employment **Standards** Act of Ontario.

## **UNION REPRESENTATION**

7.01 - The Union shall elect **or** otherwise appoint a Shop Committee consisting of **the** President and Vice President of **Local** Lodge No. 2113 and Chief Stewards **as** provided for in Section 7.02. The members of the Shop Committee shall be employees of the Company covered by **the** Agreement.

7.02 - The Union may elect or otherwise appoint and the Company shall **recognize three** (3) Chief Stewards on the day shift, one (1) Chief Steward **on the** afternoon **shift** and one (1) Chief **Steward on the** midnight shift (**providing** there are 100 or more employees assigned to the midnight shift). It is understood that complaints, grievances, etc., will be communicated **to** management by not more than one (1) Chief Steward who may **be** accompanied by a Shop Steward. No Steward shall **be** moved from his/her area of work without **the** Union receiving adequate **notice and** explanation, **or** by promotion, not Without prior consideration of other qualified Bargaining Unit personnel.

7.03 - The Union shall *notify* the company in writing of the names of the members of the Shop Committee, chief Stewards and the Shop Stewards and of any subsequent changes.

7.04 - (a) For the purposes of improving communications between the parties and discussing matters of mutual concern, representatives of the Company will meet the Shop Committee once each month. Such meetings will be held during the second week of each month on some mutually agreeable day of that week and the Company and the Union will exchange agendas of matters for discussion not later than seven days before each meeting. If an agenda is not submitted by either party, it is understood that the month's meeting is cancelled.

(b) In case of urgent matters, additional meetings shall be held at other times which are mutually agreeable to the Parties.

7.05 - A Shop Committeeman, Chief Steward or Shop Steward shall, after notifying their supervisor, be permitted at reasonable times during working hours, to leave their regular duties for a reasonable length of time in order to investigate or settle any complaint or grievance which may arise. When returning to their regular duties, the employee shall so notify their supervisor.

When the time is spent by a Shop Committeeman, Chief Steward or Shop Steward during their regular working hours, and on the premises of the Company, and when permitted, for the purpose of investigating, settling or meeting with the Company, with respect to the complaint or grievance of an employee, they shall be paid at their straight time hourly rate of pay for time spent away from their regular duties. Notwithstanding the following the Company will recognize the functions of the President as justifiable paid time away from regular duties up to a maximum of forty (40) straight time hours per week.

7.06 Shop Committeemen, Chief Stewards and Shop Stewards shall exercise the privileges herein provided in such a manner as to promote good order and shop discipline, and with the least possible interference with the regular duties of their employment.

#### **SAFETY AND HEALTH**

8.01 - The Company shall maintain adequate sanitary arrangements, proper safety devices and eliminate any condition of employment which is a hazard to the safety and health of the employee.

A joint Union Management Safety Committee shall be established pursuant to the Ontario Occupational Health and Safety Act of 1978. The union shall name six (6) employees covered by this Agreement to such Committee. A meeting of the Committee shall be held at least once every three (3) months



but not more frequently than one (1) per month **to discuss** matters pertaining to the safety and health of the employees, to identify situations that **may be a source of danger or hazard** to employees and to make recommendations to management on health and safety matters. A Union member of the Committee, designated by the Union, will be permitted to conduct a safety inspection once per month and will also be informed of all lost time accidents affecting employees in the bargaining unit. Minutes of Committee meetings will be filed with the Union and a copy posted **on** the bulletin board. The Company shall also post the names of both Union and Company representatives of the joint Union-Management Safety Committee. The Company will issue a summary of the current operating guidelines of the Joint Union-Management Safety Committee for the **use** and information of committee members. 65-1

Union committee members shall be paid at their **regular rate** for such time away **from** their work for meetings and inspections provided for above. 66-2

A safety and health grievance may be initiated **at** Step 3 of the Grievance Procedure provided the **matter** in question has been considered and **not** resolved at a joint Union-Management Safety Committee meeting.

## **GRIEVANCE PROCEDURE**

9.01 - A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. In the event of a complaint by an employee, they shall take the matter up on an **oral** basis with their Supervisor within ten (10) working days of the event giving rise to the complaint. The ten (10) day time limit shall apply from the day the event giving rise to the grievance becomes known by the grievor. The employee shall be accompanied by a Steward if they request such assistance. The Supervisor will reply to the complaint within twenty-four hours. If the matter is not settled to the employee's satisfaction, the following **procedure** shall be adhered to:

### **Step No. 1:**

The employee or the Union Steward shall present the grievance in **writing** on the form provided, signed by the employee and a Steward, to the Supervisor within three (3) working days after the date of receiving the Supervisor's reply to the complaint. The employee shall have the assistance of their Steward. The Supervisor shall discuss the grievance with the Steward and the employee and give an answer or decision in writing within three (3) working days of the **date** upon which the grievance was received.

### **Step No. 2:**

If the grievance is not **settled** at Step No. 1, the Chief Steward **or** nominee may within and not after three (3) working days of the date **of** receiving the decision of the Supervisor **or** nominee, take the grievance up with the

employee's appropriate Superintendent or Department Head. The Superintendent or Department Head or their nominee shall give a decision or answer in writing within three (3) working days of the date upon which the grievance is received. The Chief Steward may request the presence of the Departmental Steward at this stage.

**Step No. 3:**

If the grievance is not settled at Step No. 2, the Shop Committee shall within and not after five (5) working days of the day of receiving the decision of the appropriate Superintendent or Department Head or their nominee, take the grievance up with the Labour Relations Supervisor or nominee. Either party may arrange for the attendance of its representatives who met on the grievance at the earlier steps, and a full-time representative of the Union may be present at the request of either party. The Labour-Relations Supervisor or nominee shall give a decision in writing, within five (5) working days of the date on which it was received.

**Step No. 4:**

If the grievance is not settled at Step No. 3, the Business Agent of the Union shall within and not after five (5) working days of the day of receiving the decision of the Labour Relations Supervisor or nominee, take the grievance up with the Industrial Relations Manager or nominee. Either party may arrange for the attendance of its representatives who met on the grievance at the earlier steps. If the grievance is not settled within five (5) working days after the date on which it was received by the Industrial Relations Manager or his nominee, then the Union may, within and not after ten (10) working days refer the grievance to Arbitration under Article 10. At the request of the Union, the Company will extend time limits up to an additional ten (10) working days; provided however, that in grievances having continuing financial liability, no such liability will accrue during these additional ten (10) working days.

9.02 - Either the Union or the Company may file a policy grievance within ten (10) working days of the event giving rise to the grievance. The ten (10) day time limit shall apply from the day the event giving rise to the grievance becomes known to either party. Any such grievance may be taken up beginning at Step No. 3 in the case of a Union policy grievance, or with the Shop Committee in the case of a Company grievance.

If the grievance is not settled within five (5) working days after the date on which it was received by the Industrial Relations Manager or nominee, at Step No. 4, then the Union, may, within and not after ten (10) working days refer the grievance to arbitration under Article 10. At the request of the Union, the Company will extend time limits up to an additional ten (10) working days; provided however, that in grievances having continuing

financial liability, no such liability will accrue during these **additional ten** (10) working days.

9.03 - Any of the time limits in this Article or in Articles 10 or 11 may be extended by mutual agreement of the parties.

## **ARBITRATION**

10.01 - In the event that a grievance **is** not settled Satisfactorily after it **has** been duly processed through the grievance **procedure** provided for in this Agreement, either party may, within and not after the time limits for doing **so**, notify **the** other party in writing of its desire to submit the grievance to arbitration and such notice shall contain the name and address of **the first** party's appointee to an arbitration board. The recipient of such notice shall within ten (10) days of its receipt, **inform** the other party in writing of the name and **address** of **its** appointee to the arbitration board. **The two appointees so selected shall** proceed to appoint a third person who **shall** be the chairman of the arbitration board. If **the** recipient of the notice fails to name **an** appointee or if the two appointees fail **to agree upon** a chairman within **ten** (10) days, **the** appointment shall be made by the Minister of **Labour** for Ontario upon the request of either party. **The** Arbitration Board **shall** hear and determine **the** grievance and shall **issue a** decision and **the** decision is **final** and binding upon **the** parties and upon any employee affected by it. **The** decision of **a** majority, is the decision of **the** Arbitration Board but if there is **no** majority, the decision of the chairman governs. The Arbitration Board shall not have any authority to alter, modify or change any of **the** provisions of this Agreement, **or** to substitute any new provisions in lieu thereof or to give any decision contrary to or inconsistent with the **terms** and conditions of this Agreement **or** in any way **modify**, add to or detract **from** any provision of **this** Agreement. Each of the **parties** to this Agreement will pay the fees and disbursements of its own **appointee** to the Arbitration **Board** and **will** share equally the fees and disbursements of the **Chairman**.

10.02 - Any question **as** to whether **a** matter is arbitrable may **also be** referred **to** arbitration under this Article **by** either party.

10.03 - **No** matter may be submitted **to** arbitration which **has not been** properly carried through all previous **steps** of the Grievance **Procedure**. **No** person may **be appointed as an** arbitrator **who has been** involved in an attempt to negotiate or settle **the** grievance.

## **DISCIPLINE/DISCHARGE CASES**

11.01 - (a) No **seniority** employee covered by **this** agreement shall be disciplined in any manner, demoted, **suspended or** discharged except for just **cause**.

**(b) An employee may only be disciplined in the presence of the employee's Steward or designated alternate, except when the Steward or designated alternate is not on the Company premises. Disciplinary action taken against an employee will be confirmed on appropriate forms with the distribution as follows:**

- 1 copy to the employee
- 1 copy to the Union President

An employee may only be discharged in the presence of the employee's Steward or designated alternate and the Local President or designated alternate when available on the company premises. The discharged employee shall have the right to interview his Steward or Local President or their alternates for a reasonable time during working hours in a convenient place in the Plant.

In the event that an employee who has attained seniority is suspended as a disciplinary matter or is discharged, and the employee claims that an injustice has been done, the employee may within three (3) working days after discharge or suspension file a grievance in writing at Step 3 of the grievance procedure.

**(c) The Company will notify the President or alternate if an employee voluntarily quits.**

9-7 In applying progressive discipline for repeated infractions of the rules, the Company does not consider infractions which occurred more than twenty-four (24) months prior to the infraction being considered.

11.02 - Where an employee grieves suspension or discharge and duly comes before an Arbitration Board, the Board may make a ruling:

- (a) Confirming the Company's action or
- (b) Re-instating the employee with full seniority and all rights and benefits under the Agreement with compensation for all wages lost, or
- (c) Disposing of the grievance in any other manner which may be just and equitable.

### SENIORITY

12.01 - An employee will be considered on probation, and will not be placed on a seniority list, until after the employee has worked for the Company for forty-five (45) working days up to and including Job Level 13 and sixty (60) working days in Job Level 14 and above during a period of six (6) consecutive months. If at the option of the Company, the employee is retained for the aforementioned period, the employee's name shall be placed on a

seniority list and seniority shall ~~date~~ <sup>17A, 5, D I</sup> from ~~the date~~ the employee last commenced to work for the Company.

12.02 - In case of **promotion**, demotion (except as a **disciplinary** measure) lay-off and recall ~~from lay-off~~ (except in the case of **temporary** lay-offs under Article **12.07**) the following shall apply:-

The employee with seniority shall be entitled to exercise plant-wide seniority (and in the case of lay-off to displace an employee with less seniority in the plant) provided the employee with seniority has the qualifications to do the work which is available. The **Union will be** notified of recall and hiring programmes. 27E-1

12.03 - Seniority **lists** and **records** shall be kept by the Company on a plant-wide basis and on a job classification basis as applicable. A copy of such seniority **lists** shall be forwarded to the Union. Such lists shall be prepared **once** every **three** (3) months where changes ~~so~~ warrant, and, in any event, **not** less than once every **six** (6) months.

12.04 - **An** employee transferred **from** an hourly paid position to a **salaried** position shall be credited with seniority **accrued** in the bargaining unit **at the** time of transfer and will continue to **accumulate** up to one (1) **year** of **salaried** position seniority, during which time ~~the~~ employee may elect to return to ~~the~~ bargaining unit where there is a vacancy. After **one** (1) year all bargaining unit seniority will be forfeited.

12.05 - When an employee is transferred (as defined in Article 12.02) **from** one job classification to another, seniority **will be** transferred. -10

12.06 - **An** employee *shall* lose seniority standing and **their** name shall be removed from the seniority list and employment **terminated** for any of the following **reasons**: -

(a) If the employee voluntarily quits ~~the~~ employer,

(b) If ~~the~~ employee is discharged for just **cause** and is not reinstated in accordance with ~~the~~ provisions of **this** Agreement;

(c) If an employee is absent without permission **or does not** contact ~~the~~ company for more **than** three (3) consecutive **days** and fails to furnish **satisfactory** reason for such absence.

(d) If ~~the~~ employee has been **laid off** **continuously** for a period of more than twenty-four (24) consecutive **months**; One Book

(e) If the employee is laid **off** and fails to report for **work** within two (2) weeks after they have been **notified** to **do so** by the **Company**, or fails within

that time to furnish the Company with a **satisfactory reason** for not returning. Such notification will be sent by the **Company by registered** mail to the last address **on** record with the Company. The Union will receive a copy of such notice. Employees on lay-off status must keep the Industrial Relations Department **informed as** to any change of **address** by **registered** mail if they wish to remain on the seniority list;

(f) If **an** employee who is recalled **to** work fails **to advise** the Company within five **(5)** working days of notice that they intend to return to work, **their** name may be passed over and the next in line **called**, and if not returning fails thereafter **to** furnish the Company with a **satisfactory reason** within the **period** of time provided in (e) immediately above.

(g) If an employees' **period** of disability leave exceeds twenty- four (24) months or length of service, whichever is greater.

12.07 - Lay-off may be put into effect without **regard to seniority** when a **temporary** lay-off is **necessary, either due to a shortage of materials or assembly line changeover, or volume adjustment, so long as** the lay-off does not extend beyond a **period of three (3) working days, or for purposes of taking inventories. In any event, such lay-offs shall not exceed ten (10) working days in any one (1) year of the contract to any one (1) employee.**

Where such lay-off is necessary, but does not affect all of a **particular group of employees, probationary employees working in such a group shall be included** among those laid off first. The Union **will** be provided with a list of **employees** on temporary lay-off.

**Notwithstanding the above,** lay-off may be put into effect without regard to **seniority for up to five (5) consecutive working days during the first sixty (60) calendar days of a new product launch, or a model launch involving major change, or for purposes of facilities re-arrangement. In any event, however, temporary lay-offs shall not exceed fifteen (15) working days in any one (1) year of the contract to any one employee. The Union will be notified in advance of the commencement date of a new product or a new model launch or a lay-off for purposes of facility re-arrangement. The Company will meet with the Local Committee to discuss the nature of such launch and/or facility re-arrangement.**

28-005

12.08 - The Company agrees to notify the Shop Committee of a lay-off prior to the employee being notified of same. It is agreed that employees will receive five (5) working days' notice of lay-off or pay in lieu thereof up to five (5) working days, and in abnormal cases where five (5) working days' notice cannot be given, such as partial or complete shutdown because of events beyond the control of the Company, fair and reasonable notice or pay

in lieu thereof (minimum of two **(2)** days') will be given, by mutual agreement of **the** Company and the Union. This provision does **not** apply in the case of **temporary** lay-offs.

**12.09** - When it is necessary to reduce the work force, **the** following seniority provisions are effective:

- (a) Probationary employees in the affected **job** classifications will be laid off first, **(See Article 12.01)**.
- (b) Employees with the least amount of plant wide seniority in the classifications affected will be laid off from **the** classification first **and** may exercise bumping rights in **the** following **manner**;
- (c) Employees may elect lay-off. If **so**, employee's re-call **rights** would be **restricted** to the classification **from which they were laid off and classifications they had previously bumped** including preferred classifications.
- (d) Employees may elect to displace **the** least seniority employee in a preferred lateral or lower rated classification **that** they **are** qualified to **perform**. All classifications previously held **(on other than a temporary basis)** may be pre-designated **as** preferred classifications **(see Article 12.11)** for purposes of recall **and** lay-off. Employees who have previously held less **than** five classifications may pre-designate other lateral or lower rated classifications to provide a **total** number of **at** least five preferred classifications.

**An** employee who after being placed **on a** preferred classification and is disqualified by **the** Company for inability to **perform** or disqualifies himself **because** of inability to meet job requirements shall then exercise seniority in Job Level **2**. Furthermore, **the** employee shall have no further bumping or recall rights to **that** classification.

- (e) Employees who have insufficient seniority to bump **at** the **time** of lay-off may select preferred classifications laterally or below their **present** classification **that** they are qualified to **perform** for re-call **purposes**.

**12.10** - When it **becomes** necessary to **increase** **the** work force, employees **will** be re-called by classifications, senior employees first **and will** exercise re-call rights in the following manner:

- (a) Employees must **accept** re-call to a classification previously held.
- (b) **Employees who accept re-call to a preferred classification must accept** re-call to all preferred classifications above current classification, or be laid off with **re-call** rights **restricted** to classifications from which they were previously laid off.

(c) Employees who reject re-call to any preferred classification employee's re-call rights will then be restricted to classifications from which they were previously laid off.

(d) Notwithstanding the provisions of this Article to the contrary, an employee shall not be recalled to a preferred classification not previously held if there is an employee with greater seniority who can qualify for the opening under the provisions of Article 12.16 (Job Posting).

12.11 - In order to exercise seniority for lay-off or re-call purposes, an employee is required to have such preference on file in the Industrial Relations Office as of the posting of notification of a reduction in force and such preference may not be changed until after the effective date of the reduction in force. The Union shall be entitled to a copy of all preference sheets.

12.12 - The Company may grant Leave of Absence, with accumulated seniority, without pay, to an employee for legitimate personal reasons, as follows:-

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(a) Up to a period of one (1) year for an employee with less than three (3) years seniority.

(b) Up to a period of two (2) years for an employee with more than three (3) years seniority.

(c) Maternity Leave of Absence shall be granted without pay and disability benefits, beginning up to eleven (11) weeks prior to the expected delivery date and continuing for a period up to six (6) months. The Company may grant additional leave of Absence without pay and without disability benefits under the provisions of paragraph (a) or (b) above upon written request by the employee. Five (5) working days' notice of intent to return to work must be given by the employee, when granted leave of absence in excess of two (2) months.

58A-02C

NOTE: Where there is a related disability See 18.01.

58B-999

In the event any employee feels they have been denied leave of absence unjustly, they may resort to the grievance procedure.

3K-3  
12.13 - The Company will grant leave of absence without pay to not more than four (4) employees for not more than four (4) weeks in each case for the purpose of attending to Union business or Union conventions provided such leave of absence does not interfere with the Company's operation.

12.14 - The Company shall grant leave of absence without pay, for a period of not more than four (4) years for full-time employment by the District



63 J - 3

Lodge of the International Association of Machinists and Aerospace Workers.  
Such leave of absence may be extended by mutual consent of the parties.

12.15 - In the event of any lay-off, other than temporary lay-off, elected representatives of the Union, namely, President, Vice-President, Recording Secretary, Financial Secretary and Chief Stewards shall be retained in the employ of the Company, during their respective terms of office in the Union, notwithstanding their position on the seniority list, provided the Company has work available which they are qualified and willing to perform. 26A.

12.16 - (a) The Company agrees to post all original job vacancies plus any additional vacancies created by a subsequent promotion or transfer for two (2) working days before filling such vacancies. No posting will be made in the case of temporary transfers of thirty (30) days or less. The temporary transfer may be extended beyond thirty (30) days after discussion with the Union. No posting will be made for Grade 2. 27 F - J

(b) Vacancies will include; where there is a change within a classification which does not affect all employees in the said classification; such change will be job posted.

(c) An employee who wishes to apply for any posted vacancy shall submit an application in writing to the official of the Company named in the notice and notwithstanding Article 12.02, only such applicants shall be considered for a posted vacancy.

(d) Consideration will be given to the seniority standing, and to the qualifications of the applicant employees to do the work before a new employee is hired, Experience gained in a classification because of a temporary transfer will not be used in assessing the ability factor of the applicant. Unsuccessful applicants will be advised by the Company of the reason therefore.

(e) An employee who is the successful applicant to a vacancy in a higher or lateral job level classification shall not be eligible to apply for any vacancy for a period of three (3) months.

(f) An employee who is the successful applicant to a lower job level classification or from the date the employee is withdrawn from a classification, for reasons other than a reduction in the classification, shall not be eligible to submit another application for a period of six (6) months.

(g) An employee who is notified he/she is the successful applicant may not decline to fill the vacancy.

12.17 - Seniority shall be considered in the assignment of employees to shifts. Since it is recognized that it is impossible to operate the facility with all of the senior employees on one shift, seniority cannot be the only factor in shift assignment.

Employees placed on a shift through posting or hire to it and have been on the shift for six (6) consecutive months may apply for a shift transfer. Such application shall be in writing and will be considered active for six (6) months. When a vacancy (other than temporary) occurs in a classification and there are active shift transfer applications on file in the classification, the applicant with the greatest seniority in the classification will be given preference to transfer to the shift on which the vacancy exists. If an employee has not transferred to the shift of his choice within sixty (60) calendar days of his shift transfer request, he will exercise his seniority against the junior employee in his classification on the shift of his choice. An employee transferred under this Section may not apply for another shift transfer for one (1) year from the date of such transfer.

The requirement that an employee must be on a shift for six (6) consecutive months before applying for shift transfer shall not be applicable in the case of an employee who is transferred to another shift involuntarily as the result of a reduction in force or recall. In such cases an employee may apply immediately and will be moved to the shift of his choice as openings occur in his classification in line with his seniority.

## POSTING NOTICES

13.01 - The Union shall have the privilege of having its notices which have been approved by the Company, posted at specified places on the Company's premises. The Company shall supply two (2) bulletin boards for that purpose.

## HOURS OF WORK

14.01 - The normal hours of work shall be forty (40) per week, being eight (8) hours per day, Monday to Friday inclusive. Until further notice, the lunch period shall be unpaid and shall be one-half (1/2) hour in duration except as otherwise provided in this Section for three shift operations. 2

Unless otherwise changed by mutual consent: The normal starting time of the day shift shall be 7:00 A.M. and the quitting time 3:30 P.M. The normal starting time of the second shift will be 4:00 P.M. The starting time of the third shift will be between 11:00 P.M. and 12:30 A.M.

On three shift operations where overlapping of employees is not feasible the shift starting times will be 7:00 A.M. on the Day Shift, 3:00 P.M. on the Afternoon Shift and 11:00 P.M. on the Midnight Shift.

On three shift operations where overlapping of shifts is not feasible, employees on such operations will be provided a one-half (1/2) hour paid lunch period.

8911-8910/44-45-100065  
**14.02** - A separately calculated amount of sixty-five Cents (**65 Cents**) shall be paid for all hours worked on a second or afternoon shift and a separately calculated amount of sixty-five cents (**65 cents**) shall be paid for all hours worked on a third or night shift. The above mentioned amounts shall increase to seventy (**70**) cents effective November **20, 1989** and to seventy-five (**75**) cents effective November **21, 1990**.

14.03 - The Company does not guarantee to provide employment or work for normal hours or for any other hours.

9011-9912 44+45-100071  
10007  
**14.04** - An employee who is required to work more than eight (8) hours in any one day (**Monday** through **Friday**) shall be paid for such **additional** hours of work at the rate of time and one-half (**1 1/2**) for the **first** four (**4**) hours. Overtime hours worked in excess of four (**4**) hours shall be paid for at the rate of double time.

37B-94 B F 1st.  
Where an employee can show justifiable cause for his absence for any part of their regular daily work shift and is required to work overtime beyond their regular work hours in that day, time and one-half (**1 1/2**) of their basic straight time hourly rate shall be paid.

56/  
24.  
**14.05** - (a) An employee who is required to work on a Saturday which is not part of a regular weekly schedule of hours shall be paid for the first five (5) hours worked on such a day at the rate of time and one-half (**1 1/2**). Work in excess of five hours shall be paid for at the rate of double time.

37C-5  
(b) If a Saturday is worked in lieu of a normal work day, then such Saturday becomes a normal work day at straight time. In the event that work is required on the day for which the Saturday has been worked, hours worked on this day will be paid for as per **14.05** (a).

(c) When a Saturday is a statutory holiday and an alternate day is declared in lieu of the Saturday holiday, then such Saturday will become a normal Saturday paid for as per **14.05** (a) and the declared day becomes the official statutory holiday.

**14.06** - An employee who is required to work on a Sunday, or on a day that is recognized by the Company as a statutory holiday shall be paid for all hours worked on such days at double time in addition to any holiday pay which they may otherwise be entitled.

37D, E-G  
**14.07** - An overtime premium paid for any hour excludes that hour from consideration for overtime premium on any other basis, thus eliminating the

pyramiding of overtime premium.

14.08 - A minimum of four (4) hour's pay at basic straight time hourly rates shall be paid to an employee who reports for work at the beginning of a normal work shift, whether or not work is made available, unless the circumstances are beyond the Company's control, including such circumstances as fires, breakdown, or power failure.

14.09 - An employee who is called back to work where no previous arrangements for overtime were made, after they have left the premises on a normal working day, or when called on a Saturday, Sunday, or holiday, without previous notice, shall receive a minimum of four (4) hours' pay at the appropriate overtime rate. 39A-040

14.10 - When an employee is required to work overtime in excess of two (2) hours in any one day without prior notice, a supper allowance of four dollars (\$4.00) shall be paid.

NOTE: An employee shall be deemed to have received "Prior Notice" if notified prior to the end of the last hour worked on the previous day.

14.11 - (a) Overtime shall be equitably distributed as is practicable among employees who normally perform the work in the classification within the group or section where the need for the overtime arises.

(b) The Company will make reasonable efforts to equitably distribute overtime among shifts to the extent practicable.

(c) Overtime records for each group or section shall be maintained and made available for inspection by employees in the group or section.

(d) Overtime hours made available whether worked or declined, will be recorded as follows:

(1) Overtime for which time and one half is payable shall be recorded at one and one-half times the number of hours made available.

(2) Overtime for which double time is payable shall be recorded at two times the number of hours made available.

(e) An employee not at work for any reason when overtime is made available shall have the time charged as though worked.

(f) A new hire, rehire or re-instated employee, or an employee transferred to another group or section will assume hours equal to the average hours of the overtime sharing group.

(g) **An** employee will be charged for overtime hours worked in another group or section.

(h) At the beginning of each calendar year, overtime **hours** charged to employees shall be balanced to zero, that is, the employee with the lowest hours shall revert to zero, and other employees in the same classification and group or section shall have their **hours** reduced **so** that the **same** balance of hours between the lowest and highest hourly employee is maintained.

(i) Should the Union allege that there ~~has~~ not been a fair and equitable distribution in a particular group or section, and such allegation is substantiated, the Company shall have ninety (90) days to remedy the matter by providing make up opportunities (providing overtime is available). Should the Company fail to **do so**, the Union may pursue ~~the~~ matter in the grievance procedure.

### **SPECIAL ALLOWANCES**

15.01 • There shall **be** two (2) ten minute rest periods during each working day being one (1) in the forenoon and one (1) in the afternoon. An additional ten (10) minute rest **period** will be **granted** at the end of a normal work shift when overtime to be worked is two (2) hours. Further breaks of ten (10) minutes ~~will~~ be granted at two (2) hour intervals.

62 B, C - I

### **15.02 • JURY DUTY/CROWN WITNESS/CITIZENSHIP**

The Company will pay to **an** employee who is called for Jury Duty or as a Crown Witness and is notified subsequent to employment, ~~the~~ difference between payment received for such Jury Duty or Crown Witness and the payment **they** would have received for normal straight **time** hours they were required to miss **from** a regular work schedule. The Company will make differential payment only on documentary proof of call to and/or **performance** of Jury Duty and Crown Witness and ~~the~~ payment received therefore and only if the employee returns to work for those periods during scheduled **hours** for the **period** in question which are not **required** for Jury Duty or Crown Witness.

On a one-time **basis**, the Company will pay an employee up to four (4) hours at basic straight time hourly **rate** of pay for the **purpose** of obtaining Citizenship ~~papers~~ with provision of documentary proof.

### **15.03 • BEREAVEMENT COMPENSATION:**

63A - I

The Company will grant **an** employee **three** (3) **days** leave of **absence** with pay at basic straight **time** hourly **rates** for **time** lost to make arrangements and/or **attend** the funeral of **wife**, husband, ~~mother~~, father, ~~daughter~~, son, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. The Company may require proof of **death**

before making a payment under this clause and such requirement will not be abused.

#### 15.04 - VOLUNTARY RESERVE MILITARY LEAVE:

The Company will pay to an employee who volunteers for Military Leave with the Canadian Armed Forces Reserve, the difference between payment received for such Military Leave and the payment they would have received for normal straight time hours they were required to miss from a regular work schedule, up to a maximum of two (2) weeks in any twelve (12) month period. The Company will make payment on the documentary proof of the payment received for such Voluntary Military Reserve.

#### PAID HOLIDAYS

53-140

16.01 - The following holidays will be recognized by the Company:

New Years Day	Victoria Day	Labour Day	Boxing Day
Good Friday	Canada Day	Thanksgiving Day	Four (4)
Easter Monday	Civic Holiday	Christmas Day	Days "Floater"

The days "Floater" will be scheduled in a manner that provides an unbroken Christmas Holiday period between Christmas and New Years Day.

The days "Floater" will be scheduled to recognize the following days as Holidays: In 1988, December 28, 29, 30; in 1989, December 22, 27, 28, 29; in 1990, December 24, 27, 28, 31; in 1991 December 23, 24, 27, 30 and 31.

16.02 - In the case of an employee who has been employed continuously by the Company for more than twenty (20) working days, the Company will pay to such an employee, if they have worked a normal shift immediately preceding and a shift immediately following the holiday, for the number of normal shift hours ordinarily worked on the day the holiday is observed at the employee's basic straight time hourly rate of pay. When a statutory holiday falls on a Saturday or Sunday, the Company will authorize the Friday preceding or the Monday after, as a non-working day.

16.03 - In the event that a paid holiday occurs during an employee's vacation period, they shall be paid for the holiday in addition to vacation pay, provided they have worked a normal shift immediately preceding and a normal shift immediately following vacation. The day for the holiday must be taken immediately prior to or following the vacation period.

16.04 - Proven illness or approved leave of absence will be accepted as legitimate reason for absence prior to a paid holiday provided that the employee is at work one (1) day within a range of twenty-two (22) working days of the declared holiday.

It is expressly understood that an employee who **qualifies** for holiday pay shall not be eligible for Accident and Sickness payment **for the day(s) that are paid as holidays.**

16.05 - **An** employee being terminated for any reason other **than** quit or discharge, will be paid for a holiday **that** immediately follows the last day Worked,

## VACATIONS

54:

17.01 - For the purpose of calculating vacations, the fiscal year shall be the first working day following July 1st of any year, to June 30th of the following year.

17.02 - **An** employee with less than twelve (12) month's service at June 30th, shall receive 4% of **total** earnings during the preceding twelve (12) months.

17.03 - Employees who have completed one (1) <sup>or</sup> more years of continuous employment with the Company on June 30th of any year shall be entitled to two (2) weeks vacation with pay equal to eighty (80) **hours** at the employee's basic straight time hourly rate of pay, **or** four percent (4%) of their respective **total** earnings, whichever is **the** greater.

17.04 - Employees who have completed five (5) <sup>or</sup> more years of continuous employment with the Company on or before December 31st, of that year, shall **be** entitled to three (3) weeks' pay (One **Hundred** and twenty (120) hours) at the employee's basic straight time hourly **rate** of pay.

17.05 - Employees who have completed ten (10) years of continuous employment with the Company on or before December 31st of **that** year, shall be entitled to four (4) weeks' pay (**One** hundred and sixty (160) hours) **at** the employee's basic straight time hourly **of** pay.

17.06 - Employees who have completed twenty (20) or more years of continuous employment with the Company on or before December 31st of that year, shall be entitled to five (5) weeks' pay (Two hundred (200) hours) at the employee's basic straight time hourly **rate** of pay.

17.07 - Vacation pay will not be paid **unless** vacation entitlement is taken.

17.08 - Vacation pay to which an employee is entitled under the provisions of this agreement shall be paid **prior** to the employees' **duly** authorized vacation provided that the Company has been notified of such vacation **at** least one week in advance. **Vacation** pay shall be based **on** the employee's basic straight time hourly **rate** of pay in effect at the time **the** vacation is taken. **In the case of an** employee not actively **at** work but eligible for vacation payment, such payment shall be **based** on the employee's basic straight time

hourly rate in effect on the employee's last day worked.

17.09 - The Company recognizes the desire of its employees to have a vacation shutdown period as opposed to a staggered vacation schedule. If a vacation shutdown period is scheduled it will be between the first week in July and the last week in August. The Union will be notified of the Company's plans prior to any vacation shutdown notice. Such notice shall be posted by March 1st.

The Company will make every effort to complete the scheduling of employee's vacations by April 1st.

## HEALTH AND WELFARE

18.01 - The Company will provide a Health and Welfare program which will include:

OHIP for Employees and Dependents. - Company Paid.

Group Major Medical Insurance - Company paid for employees and dependents will be provided with a \$25.00 deductible. - 70A-100

Weekly Indemnity: - As per Appendix "B". 70B-999 760-2

Life Insurance: - As per Appendix "B". 70C-999

For an outline of coverages for Major Medical, see Appendix "C".

Weekly Indemnity Coverage to include Miscarriage and Tubal Ligation, and Pregnancy related disabilities.

For an outline of Ford Electronics Manufacturing Corp. Retirement Plan, see Appendix "D".

## WAGE RATES AND JOB CLASSIFICATIONS

19.01 - The job classifications and hourly wage rates applicable thereto shall be as set forth in Appendix "A" which is attached hereto and forms a part of this Collective Agreement. 51-3

19.02 - Cost of Living Adjustment based on the Consumer Price Index (Canada) 1961 = 100, as published by Statistics Canada will be made effective for employees in the Bargaining Unit on the dates indicated for the following two measurement periods; and using the formula as described for each period. As of May 24th, 1976, based on the change in the Index from May, 1975 to April, 1976, the wage adjustment will be based on one cent for each .45 change in the index but in no event will the adjustment be more than nor less than .20 cents.



**The** Cost of Living Allowance will be calculated by multiplying **the** allowance by the number of hours worked and will **be** included in **the** calculation for overtime premium, vacation **pay**, paid holidays and other paid absences in accordance with the applicable sections of **the** Agreement.

NOTE: The above Cost of Living clause will remain as part of **the** current collective agreement, with no credits for the duration of this agreement.

19.03 - Should the Company establish a new job classification **as** the result of new work requirements **or** substantial changes in the job content of existing classifications the union will **be** notified in writing. Should the union disagree with the job level **rate** assigned by the Company, or believes that an **existing** classification can be properly applied instead, such disagreement shall be subject to the Grievance Procedure.

16-3.

## **DURATION OF AGREEMENT**

20.01 - This Collective Agreement becomes effective the 19th day of November, 1988 and shall continue in effect until the 10th day of January, 1992 and shall thereafter continue from year to year unless either party gives notice in writing of its intention to terminate this Agreement or to enter into negotiations for the purpose of amending this Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.

IN WITNESS WHEREOF the parties have executed this Agreement this 6th day of January, 1989.

**FOR THE COMPANY**

**FOR THE UNION**

J. STECHLY

R. REYNOLDS

G.J. NEMETH

L. HOWDEN

K. STRONG

L. McCLENAGHAN

F. MELANCON

J. FIORE

P. TAYLOR

J. JONES

M. STANKO

R. LAVICTOIRE

**FOR THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS**

**T. LEE**

**APPENDIX "A"**  
**JOB CLASSIFICATIONS APPLIED TO JOB LEVELS**

<b>JOB LEVEL</b>	<b>JOB CLASSIFICATIONS</b>
2.1.....	Assembler/Inspector
4.1.....	Tester, Grade II
<b>5.1.....</b>	Janitor/Matron
5.2.....	Material Handler
7.1.....	Assembler, Heavy
7.2.....	Automatic Insertion Machine Operator/Set Up <b>and</b> Wire Cut
<b>7.3.....</b>	Labourer
7.5.....	Material Handler II (Degreaser)
8.1.....	<b>Repairer</b>
9.1.....	Alignment Operator
9.2.....	Inspector, Grade III (Statistics)
9.3.....	Section Leader, Light
10.1.....	Stockkeeper/Receiver/Shipper
11.0.....	<del>Trainer</del> , Grade 1
12.3.....	Salvage Check <b>and</b> Repair
12.5.....	Utility
13.1.....	Cycle Checker
14.1.....	<b>Inspector</b> Grade 5, <b>Electrical</b>
14.2.....	<b>Inspector</b> Grade 5, <b>Mechanical</b>
15.1.....	Machine Attendant, Grade I
15.2.....	Trouble Shooter, <del>Grade</del> I ( <b>Training</b> Grade)
15.3.....	Tool Crib Attendant
16.1.....	<del>Inspector</del> Grade VI, <b>Electrical</b>
16.2.....	Trainer, <del>Grade</del> 2
16.3.....	Truck Driver

- 17.1..... Trouble Shooter, Grade II
- 18.1..... Test Equipment Technician, Grade I
- 19.1..... Machine Attendant, Grade II
- 19.2..... Test Equipment Technician, Grade II
- 20.1..... Tool Maker/Machinist
- 20.2..... Electrician
- 20.3..... Test Equipment Technician, Grade III
- 20.5..... Lift Truck Mechanic
- 20.6..... Air Conditioning and Refrigeration Mechanic
- 20.7..... Industrial Mechanic

**GROUP LEADERS:**

**25 cents per hour above Job Level Maximum.**

999

**APPENDIX "B"**

**LIFE INSURANCE AND ACCIDENTAL DEATH  
AND DISMEMBERMENT COVERAGE**

72-032.

**HOURLY**

EARNINGS	LIFE COVERAGE	A.D. & D. COVERAGE
\$ 11.01 - 11.20	\$ 27,500.	\$ 27,500.
11.21 - 11.40	28,000.	28,000.
11.41 - 11.60	28,500.	28,500.
11.61 - 11.80	29,000.	29,000.
11.81 - 12.00	29,500.	29,500.
12.01 - 12.20	30,000.	30,000.
12.21 - 12.40	30,500.	30,500.
12.41 - 12.60	31,000.	31,000.
12.61 AND OVER	31,500.	31,500.

~~Weekly~~ Accident and Sickness Duration:

Payment for first (1st) day accident or hospitalization.

Payment from fourth (4th) day Sickness.

Thirty-nine (39) weeks duration for each separate disability.

See p. 33

Amount of Payments:

74-999363.

For the duration of this agreement, the Company will maintain the level of payments to a maximum of \$363.00 per week as per Schedules #3 and #4.

76C-999

# APPENDIX "C"

## HEALTH AND WELFARE PROGRAM COVERAGE

### Major Medical:

Fees of a Registered Graduate Nurse.

Professional Ambulance service.

Semi-Private Hospital Room.

Prescribed Drugs and medical supplies, except for preventative medicines (see Note).

*Major Medical  
Company  
Paid  
SEP 20  
70 I-100  
70 F-100*

All other medical expenses incurred as a result of accident or sickness and ordered by a legally qualified physician which is not covered under O.H.I.P.

NOTE: The Major Medical Insurance coverage includes prescribed Birth Control Pills.

### Dental Plan:

Ontario Blue Cross Plan No. 7 plus Riders No. 1, 2 and No. 4 (1980) equivalent will be provided by the Company for employees and dependents.

*70 E-999*

Benefits are based on the 1989 Ontario Dental Association Schedule of Fees.

In the second year of the contract, benefits will be based on the 1990 O.D.A. Schedule of Fees.

In the third year of the contract, benefits will be based on the 1991 O.D.A. Schedule of Fees.

To include Orthodontic Care to \$1,200. lifetime for eligible member under 21 years of age. (See letter #12).

*71-2*

**APPENDIX "D"**

FORD ELECTRONICS MANUFACTURING CORP.

RETIREMENT PLAN

MONEY PURCHASE PLAN

78-1  
8811-8912: 86B,C-1  
see previous ag

The effective date of the new arrangement will be January 1, 1990, subject to receipt by the Corporation of all required regulatory approvals.

Membership in the new arrangement is **mandatory**. Employees who are members of the current Plan on the effective date will automatically become members of the new arrangement on that date. **All other** employees will become members after they have completed one year of continuous service with the Corporation.

Under the new arrangement each member will be required to contribute, by payroll deduction, either 3% or 5% of his or her straight time base **rate of** pay. The Corporation will contribute an amount **equal to 100%** of the employee's contribution, subject to a maximum of \$500.00 per year beginning in 1990 and \$550.00 per year beginning in 1991.

Normal retirement date will be the first day of the month coincident with or immediately following the member's 65th birthday.

A member may retire early on the first day of any month within 10 years of his or her normal retirement date.

A member may delay retirement, with the Corporation's consent, on a year to year basis, in which case he can continue to contribute and to receive the Corporation's contributions on his behalf **as** described above.

Upon retirement, a member will receive a pension in the amount that can be purchased from the funds in his account.

8811-8912  
79-6 78-

**CURRENT PLAN**

Eligibility after one (1) year of service.

Benefit of \$17.50 per month times future years of service after January 1, 1975 **and** before **January 1, 1990** for employees who retire on or after January 1st, 1989 but no benefit accrual and no credited service on/or after January 1st, 1990. Plus benefit, if any, frozen December 31st, 1974; as evidenced by the 1974 year end statement issued to then existing members.

Benefits under the current Plan will be frozen at the effective date of the new arrangement and will be payable at retirement or termination **in** accordance with the terms of the current Plan. However, in lieu of the frozen benefit, employees will be given the option of depositing in the new Plan the **lump sum** equivalent value of that frozen benefit. The value of the **lump sum** including accumulated interest will be **used** to purchase a pension when the member retires.

All assets in the Plan will remain in the **Plan** to be used to provide benefits for members of the Plan.

8811-8812  
81-1650  
0901 - 0917.8

**JOB LEVEL RATE SCHEDULE #1**  
**EFFECTIVE NOVEMBER 21, 1988**

JOB LEVEL	START	2 MONTHS	3 MONTHS	3 MONTHS
2	\$ 11.10 <i>L</i>	\$ 11.27 <i>B</i>	\$ 11.43	\$ 11.57
3	11.23	11.43	11.55	11.70
4	11.33	11.53	11.66	11.89
<i>X</i> 5	11.53	11.66	11.89	12.04
6	11.66	11.89	12.04	12.35
<i>X</i> 7	12.04	12.20	12.46	12.70
8	12.20	12.46	12.70	12.92
9	12.46	12.70	12.92	13.22
10	12.74	13.01	13.29	13.50
11	12.92	13.21	13.44	13.76
12	13.21	13.37	13.75	13.98
13	13.59	13.90	14.13	14.41
<i>(14)</i>	13.90 <i>M</i>	14.13	14.41	14.70
15	14.09	14.40	14.69	14.92
16	14.58	14.86	15.10	15.37
17	15.18	15.46	15.77	16.09
18	15.22	15.53	15.83	16.18
19	15.53	15.95	16.29	16.62
<i>(20)</i>	17.39 <i>H</i>	17.79	18.25	18.72



**JOB LEVEL RATE SCHEDULE #2**  
**EFFECTIVE NOVEMBER 20, 1989**

JOB LEVEL	START	2 MONTHS	3 MONTHS	3 MONTHS
2	\$ 11.71 <sup>L</sup>	\$ 11.89 <sup>B</sup>	\$ 12.06	\$ 12.21
3	11.85	12.06	12.19	12.34
4	11.95	12.16	12.30	12.54
5	12.16	12.30	12.54	12.70
6	12.30	12.54	12.70	13.03
7	12.70	12.87	13.14	13.40
8	12.87	13.14	13.40	13.63
9	13.15	13.40	13.63	13.95
10	13.44	13.73	14.02	14.24
11	13.63	13.94	14.18	14.51
12	13.94	14.11	14.51	14.75
13	14.34	14.66	14.91	15.20
14	14.66 <sup>M</sup>	14.91	15.20	15.51
15	14.86	15.19	15.50	15.74
16	15.38	15.68	15.93	16.22
17	16.01	16.31	16.64	16.97
18	16.06	16.38	16.70	17.07
19	16.38	16.83	17.19	17.53
20	<sup>H</sup> 18.34	18.77	19.26	19.75

**JOB LEVEL RATE SCHEDULE #3**  
**EFFECTIVE NOVEMBER 19, 1990.**

JOB LEVEL	START	2 MONTHS	3 MONTHS	3 MONTHS
2	\$ 12.47	\$ 12.66	\$ 12.84	\$ 13.00
3	12.62	12.84	12.98	13.14
4	12.73	12.95	13.10	13.36
5	12.95	13.10	13.36	13.53
6	13.10	13.36	13.53	13.88
7	13.53	13.71	13.99	14.27
8	13.71	13.99	14.27	14.52
9	14.00	14.27	14.52	14.86
10	14.31	14.62	14.93	15.17
11	14.52	14.85	15.10	15.45
12	14.85	15.03	15.45	15.71
13	15.27	15.61	15.88	16.19
14	15.61	15.88	16.19	16.52
15	15.83	16.18	16.51	16.76
16	16.38	16.70	16.97	17.27
17	17.05	17.37	17.72	18.07
18	17.10	17.44	17.79	18.18
19	17.44	17.92	18.31	18.67
20	19.54	19.99	20.51	21.03

**WEEKLY ACCIDENT AND SICKNESS SCHEDULE OF  
PAYMENTS EFFECTIVE NOVEMBER 21, 1988.**

JOB LEVEL	START	2 MONTHS	3 MONTHS	3 MONTHS
2	\$ 296.14	\$ 300.68	\$ 304.95	\$ 308.68
3	299.61	304.95	308.15	312.15
4	302.28	307.62	311.08	317.22
5	307.62	311.08	317.22	321.22
6	311.08	317.22	321.22	329.49
7	321.22	325.49	332.43	338.83
8	325.49	332.43	338.83	344.70
9	332.43	338.83	344.70	352.70
10	340.90	347.10	354.57	360.18
11	344.70	352.44	358.57	363.00
12	352.44	356.71	363.00	363.00
13	362.58	363.00	363.00	363.00
14	363.00	363.00	363.00	363.00
15	363.00	363.00	363.00	363.00
16	363.00	363.00	363.00	363.00
17	363.00	363.00	363.00	363.00
18	363.00	363.00	363.00	363.00
19	363.00	363.00	363.00	363.00
20	363.00	363.00	363.00	363.00

**WEEKLY ACCIDENT AND SICKNESS SCHEDULE OF PAYMENTS EFFECTIVE NOVEMBER 20, 1989.**

<b>JOB LEVEL</b>	<b>START</b>	<b>2 MONTHS</b>	<b>3 MONTHS</b>	<b>3 MONTHS</b>
2	\$ 312.42	\$ 317.22	\$ 321.76	\$ 325.76
3	316.15	321.76	325.22	329.23
4	318.82	324.42	328.16	334.56
5	324.42	328.16	334.56	338.83
6	328.16	334.56	338.83	347.64
7	338.83	343.37	350.57	357.51
8	343.37	350.57	357.51	363.00
9	350.84	357.51	363.00	363.00
10	358.57	363.00	363.00	363.00
11	363.00	363.00	363.00	363.00
12	363.00	363.00	363.00	363.00
13	363.00	363.00	363.00	363.00
14	363.00	363.00	363.00	363.00
15	363.00	363.00	363.00	363.00
16	363.00	363.00	363.00	363.00
17	363.00	363.00	363.00	363.00
18	363.00	363.00	363.00	363.00
19	363.00	363.00	363.00	363.00
20	363.00	363.00	363.00	363.00

**WEEKLY ACCIDENT AND SICKNESS SCHEDULE OF  
PAYMENTS EFFECTIVE NOVEMBER 19, 1990.**

<b>JOB LEVEL</b>	<b>START</b>	<b>2 MONTHS</b>	<b>3 MONTHS</b>	<b>3 MONTHS</b>
2	\$ 332.69	\$ 337.76	\$ 342.57	\$ 346.84
3	336.70	342.57	346.30	350.57
4	339.63	345.50	349.50	356.44
5	345.50	349.50	356.44	360.98
6	349.50	356.44	360.98	363.00
7	360.98	363.00	363.00	363.00
8	363.00	363.00	363.00	363.00
9	363.00	363.00	363.00	363.00
10	363.00	363.00	363.00	363.00
11	363.00	363.00	363.00	363.00
12	363.00	363.00	363.00	363.00
13	363.00	363.00	363.00	363.00
14	363.00	363.00	363.00	363.00
15	363.00	363.00	363.00	363.00
16	363.00	363.00	363.00	363.00
17	363.00	363.00	363.00	363.00
18	363.00	363.00	363.00	363.00
19	363.00	363.00	363.00	363.00
20	363.00	363.00	363.00	363.00



LETTER #1

Ford Electronics Manufacturing Corporation  
November 26th, 1986.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
TORONTO, Ontario.

Attention: Mr. T. Lee - Business Rep.

5-1

Dear Mr. Lee:

This will confirm our discussions during recent contract negotiations concerning the policy of **the** Company on outside contracting.

In the conduct of its business **the** Company **will** at times and for various reasons, have the need for **outside** contractors to perform work on Company premises normally performed by skilled **trades** bargaining unit employees. Before any such work is contracted out, the Company **will** discuss its intentions with the Union.

The Union will be afforded the opportunity to comment on the Company's plans and the Company will give appropriate weight to Union comments prior to making a final decision.

In no event shall a seniority skilled **trades** employee who customarily performs the work involved on a particular contract be laid off as a direct and immediate result of the Company letting a particular contract which involves the performance of work by an outside contractor on Company premises.

This policy shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations or service contracts by vendors, nor limit work which a vendor must perform to prove out equipment.

Yours very truly,

FORD ELECTRONICS MANUFACTURING CORP.

J. Stechly, Industrial Relations Manager



LETTER #2

Ford Electronics Manufacturing Corporation  
February 12th, 1977.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
TORONTO, Ontario.

Attention: Mr. L. Froggatt - Business Rep.

Dear Mr. Froggatt:

1. A registered letter will be sent to all employees on lay-off on the twenty-second (22) month, to update employee **recall** rights.
2. This provision applies up **to** the employee's length of service in excess of twenty-four (24) months.
3. The following conditions will apply:

(a) Employees must respond to the registered letter prior to the twenty-fourth (24th) month.

**NOTE:** It is the employees responsibility to notify the Company at all times of any change of **address**.

(b) Failure to respond to the registered letter will result in the employee being removed from the seniority list.

(c) Employees who respond will remain on the seniority list (up to their length of service) and **on** re-call will retain full seniority **and** benefits.

(d) Employees who respond and are not recalled during the next twelve (12) month period and who have not reached their length of service, will receive an update registered letter, which must **be** responded **to as** defined in 3 (a).

**Yours** very truly,

FORD ELECTRONICS MANUFACTURING CORP.

E. H. Harris, Industrial Relations Manager.



**LETTER #3**

Ford Electronics Manufacturing Corporation  
February 12th, 1977.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

Local Lodge No. 2113,  
International Association of  
Machinists and Aerospace Workers.

Re: CONTRACTUAL INTENT  
RE APPOINTMENT OF GROUP LEADERS

The Company retains the right to appoint Group Leaders, as required, to maintain efficient operations.

The Company agrees that it will develop and maintain a listing of personnel that it considers to be capable of filling potential Group Leader vacancies within one (1) month of the signing of this collective agreement.

The listing will be developed by Job Grade and Cost Centre, and vacancies will be filled on the basis of the listing, with seniority being one of the considerations and recognizing the rights of the Company, as stated in paragraph 1.

The Company agrees to notify the Union prior to discussing same with employee.

**FORD ELECTRONICS MANUFACTURING CORP.**

**E. H. Harris, Industrial Relations Manager**





LETTER #4

Ford Electronics Manufacturing Corporation  
November 27th, 1980.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
TORONTO, Ontario.

Attention: Mr. L. Froggatt - Business Rep.

Dear Mr. Froggatt:

251a  
/

During current negotiations the parties discussed the duties ~~of~~ employees assigned ~~as~~ Group Leaders. The Union ~~was~~ informed ~~that~~ such duties include assisting foremen in the training and instruction of employees on job requirements, reporting to the foreman production problems needing attention, relieving employees, replacing absentees ~~and~~ otherwise ~~filling~~ in wherever needed.

Such duties do not include authorization ~~to~~ "discipline" or "reprimand" other hourly employees. In ~~the~~ event ~~an~~ employee or the Union has reason to believe a Group Leader is acting contrary in this regard, it should ~~be~~ brought ~~to~~ the attention of the employee's supervisor.

FORD ELECTRONICS MANUFACTURING CORP.

F. E. Tack, Industrial Relations Manager.



LETTER # 5

Ford Electronics Manufacturing Corporation  
November 16th, 1982.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
TORONTO, Ontario.

Attention: Mr. L. Froggatt - Business Rep.

Dear Mr. Froggatt:

As a matter of courtesy Ford Motor Company of Canada will extend the Vehicle Purchase Plan ("A" Plan) in effect for employees of Ford of Canada to eligible hourly employees of Ford Electronics Manufacturing Corp. who are represented by Local 2113, International Association of Machinists.

The Company (Ford Electronics Manufacturing Corp.), will administer said "A" Plan in accordance with its provisions which may from time to time be required by Ford of Canada. Details of the plan will be finalized as soon as possible.

It is understood and agreed that Ford Electronics Manufacturing Corp. cannot guarantee that the Plan will not be modified or withdrawn by Ford Motor Company of Canada. It is further understood that said Plan shall not be subject to the grievance procedure, arbitration or bargaining.

FORD ELECTRONICS MANUFACTURING CORP.

rfs

R. F. Suter, Industrial Relations Manager.



LETTER #6

Ford Electronics Manufacturing Corporation  
February 8, 1979.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
TORONTO, ONTARIO.

Attention: Mr. L. Froggatt - Business Agent.

~~Dear~~ Mr. Froggatt:

During the current negotiations, the Union sought a statement concerning the practices followed by the Company in the administration of discipline in accordance with Section 11.01 of the Collective Agreement.

In particular the Union requested assurances that the employee's appropriate representative would ~~be~~ afforded ~~an~~ opportunity to review the circumstances upon which such suspension or discharge is based prior to disciplinary action being finalized.

The Union ~~was~~ advised that the Company's current practice in such cases is to conduct ~~an~~ interview with the employee in the presence of a union representative. Such interview is conducted by a representative of the Industrial Relations department and with the ~~Local~~ President or his designate in attendance. It is understood, however, there may be occasions when it is ~~necessary~~ to remove an employee from the plant immediately in order to avoid disruptions and to maintain order pending further investigation. In such cases the Union is promptly notified.

The Company will co-operate with the Union in ensuring that all relevant circumstances concerning such cases are considered prior ~~to~~ imposing suspension or discharge.

This letter is not intended to limit in any manner management's rights concerning the administration of discipline.

~~Yours~~ very truly,  
FORD ELECTRONICS MANUFACTURING CORP.

F. E. ~~Tack~~, Industrial Relations Manager.

LETTER #7



Ford Electronics Manufacturing Corporation  
February 17th, 1987.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers  
240 Eglinton Ave. East,  
TORONTO, Ontario.

Attention: Mr. T. Lee - Business Agent

Dear Mr. Lee:

During recent negotiations there was discussion concerning complaints about John Hancock's administration of submitted claims.

It was agreed that it would be fruitful for the parties to each have one (1) designated representative to meet periodically to discuss specific problems relating to plan administration and to review claims experience. When deemed appropriate, a representative from the insurance carrier will be asked to attend such meetings.

Yours truly,

FORD ELECTRONICS MANUFACTURING CORP.

J. Stechly,  
Industrial Relations Manager.

LETTER #8



Ford Electronics Manufacturing Corporation  
December 16th, 1982.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
**TORONTO**, Ontario.

Attention: Mr. L. Froggatt:

Dear Mr. Froggatt:

This **will** confirm our **discussions** concerning a senior employee who **does** not have a Shift Reference application on **file** but who volunteers to transfer to another shift at **the** request of **the** Company for a temporary **period** to assist in a launch or for other reasons. In such a case the temporary **period shall** be by mutual agreement of the supervisor and **the** employee. (Confirmation to be supplied to Union).

**FORD ELECTRONICS MANUFACTURING CORP.**

**R. F. Suter, Industrial Relations Manager.**



Ford Electronics Manufacturing Corporation  
December 16th, 1982.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
TORONTO, Ontario.

Attention: Mr. L. Froggatt - Business Rep.

Dear Mr. Froggatt:

**SUBJECT: LIFE INSURANCE PLAN - LIFE INSURANCE AFTER THE  
MONTH YOU ATTAIN AGE 65.**

If you are insured at age 65 and have ten (10) or more years of service at age 65, your Life Insurance is continued at no cost until your death. The amount of insurance is gradually reduced each month at the rate of 2% of the amount in force at 65, until an ultimate of insurance, called Continuing Group Life (CGL) is reached.

The CGL amount is determined by multiplying your years of service up to twenty (20), at the end of the month in which you become 65, by 1 1/2%. This percentage is then multiplied by the amount of Life Insurance in force at age 65.

The above summary is a brief outline of the main points and is for your general information. The detailed provisions of the Insurance Contract will govern in all instances.

**FORD ELECTRONICS MANUFACTURING CORP.**

**R. F. Suter, Industrial Relations Manager.**

LETTER #10



Ford Electronics Manufacturing Corporation  
February 17th, 1987.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
**TORONTO**, Ontario.  
Attention: Mr. T. Lee - Business Rep.

Dear Mr. Lee:

During these negotiations ~~the~~ Union expressed concern regarding the potential impact of new technology on the workforce. Continued technological progress is essential to the economic well being of the Company and of its employees. Without technological progress, the Company would lose its ability to compete and to continue to provide employment opportunities.

Both parties recognize that the pace and form of new technology cannot be precisely forecasted with full confidence. At the same time, the Company understands the Union's legitimate concerns that advances in technology may alter the **job** content and responsibilities of bargaining unit employees.

As the result of our discussions, and in the view of the interest of both parties in affording maximum opportunities for employees to progress with advancing technology, **a** Joint Technical Training Committee will be formed and hold meetings within ninety (90) days of this Agreement. The Committee will be comprised of five (5) Union and five (5) Company representatives. The charter of this committee will be to (1) identify, provide or arrange for **training** and educational courses to upgrade ~~or~~ enhance present **job skills** (including upgrading state-of-the-art technology) **based** on present and anticipated job requirements, **and** (2) to encourage employee participation in existing educational and training programs. Toward this end ~~the~~ Committee will initially:

22E-  
1

Conduct a technical training needs analysis to include identification of employee (individual and group) education, training **and** retraining needs.

Prioritize the needs identified.

Establish a *training* plan.

**LETTER #10 (Continued)**

**On an ongoing basis the committee will:**

**Meet on a regular basis (at least monthly) to review training needs.**

**Evaluate programs to ensure they accomplish the intended objectives.**

**. Seek to identify as early as possible those technological advances that are to be introduced into the plant so that interested employees may be informed and encouraged to take advantage of existing educational resources that will develop their skills to meet new or changed job requirements.**

**Minutes of committee meetings will be taken and a copy supplied to the President of the Local.**

**In regard to the Union's expressed concern that new technologically impacted bargaining Unit work in Job Level 13 and below may not be assigned to current employees because they are insufficiently trained to perform it, and that new hires would be employed instead, this is to advise you that the Company fully intends to promote or otherwise utilize its current employees and to train its employees to perform such work.** 22D-1

**Finally, as the result of our discussions, the Company will regularly inform the Union of the development of new technology in the plant. In such discussions the Company will provide the Union with a description of the technology, the equipment being introduced, its intended use, the anticipated installation date(s) and the extent to which the new technology may impact the work performed by employees of the Bargaining Unit.**

**Yours truly,**

**FORD ELECTRONICS MANUFACTURING CORP.**

**J. Stechly,  
Industrial Relations Manager.**





**LETTER #11**

**Ford Electronics Manufacturing Corporation**  
February 16th, 1987.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
TORONTO, Ontario.

Attention: Mr. T. Lee - Business Rep.

Dear **Mr. Lee**:

As the result of discussions, the Plant Committee and the Company have agreed to meet at least quarterly to deal with those matters having special interest to employees, the Union and the Company. Among these will be:

- . finding ways to improve two-way communications.
  
- . discussing the plant's general operations and certain business developments, including product and manufacturing plans as it might affect the size (increase or decrease) of the workforce. With respect to any outsourcing of component parts, the Company will discuss its intention with the **Local** Union Committee before any such work is outsourced. The Company will explain its reasons for its tentative decision to outsource the work and will give the Local Union an opportunity to suggest ways in which the work might otherwise be **performed**. The Company will give due consideration to the suggestions of the Local Union before making its final decision.
  
- . addressing other matters both parties **agree are** appropriate for discussion.

It is understood these meetings will not replace the collective bargaining process, nor, interfere with the parties Grievance **Procedure**.

**Yours truly,**  
**FORD ELECTRONICS MANUFACTURING CORP.**

**J. Stechly,**  
Industrial Relations Manager.



Ford Electronics Manufacturing Corporation  
January 6th, 1989.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

International Association of Machinists  
and Aerospace Workers,  
240 Eglinton Ave. East,  
TORONTO, Ontario.

Attention: Mr. T. Lee

Dear Mr. Lee:

The purpose of this letter is to clarify Orthodontic coverage under the Dental Plan. The Dental Plan will pay for:

- . Orthodontic treatment started before the patient's 21st birthday.
- . A treatment plan past the patient's 21st birthday if the continuing treatment is started before age 21 and the patient continues to be eligible for the Dental Plan.
- . Treatment of otherwise healthy teeth required because of accidental injury or other medical reasons (as opposed to cosmetic reasons), as prescribed by a physician or dentist will be covered regardless of the eligible patient's age.

Orthodontic benefits under the Dental Plan are subject to a lifetime maximum of \$1,200. provision.

Yours very truly,

FORD ELECTRONICS MANUFACTURING CORP.

J. Stechly  
Industrial Relations Manager.

LETTER #13



Ford Electronics Manufacturing Corporation  
November 20th, 1986.

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

J. Aiton,  
President- Local Lodge 2113,  
International Association of Machinists,  
Ford Electronics Manufacturing Corp.,  
7455 Birchmount Road,  
MARKHAM, Ontario  
L3R 5C2

Dear Mrs. Aiton:

During current negotiations ~~the parties~~ discussed the matter of operating guidelines of the Joint Union-Management Safety Committee.

This letter will confirm that the ~~Company~~ and Union will work together to update the *summary* of the current operating guidelines of the Joint ~~Union-~~ Management Safety Committee for the use and ~~information~~ of committee members.

Yours truly,

FORDELECTRONICS MANUFACTURING corp.

J. Stechly, Industrial Relations Manager



Ford Electronics Manufacturing Corporation  
December 12, 1988  
International Association of Machinists  
and Aerospace Workers  
240 Eglinton Avenue East  
Toronto, Ontario

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

Attention: Mr. T. Lee - Business Representative

Dear Mr. Lee:

This will confirm discussions during recent contract negotiations concerning the phasing out of the 5.2 classification.

Employees presently in the classification will be given the option of moving immediately to the 7.1 classification. In the event that an employee wishes to remain a 5.2, they will be allowed to do so, however, when they leave the job they will be replaced with a 7.1 at that time.

Yours truly,

Ford Electronics Manufacturing Corporation

J. Stechly  
Industrial Relations Manager

LETTER #15



Ford Electronics Manufacturing Corporation  
December 15, 1988  
International Association of Machinists  
and Aerospace Workers  
240 Eglinton Avenue East  
Toronto, Ontario

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

Attention: Mr. T. Lee - Business Representative

Dear Mr. Lee:

This will confirm discussions *during* recent contract negotiations concerning recalls or readjustments which will result in shift changes.

In the event of a recall to a classification or a readjustment which will result in an employee with a seniority date prior to January 1, 1979 being placed on an off *shift*, they may refuse the move and exercise their seniority in a classification which will allow them to remain on day shift, providing they had applied for *the* job prior to May 1, 1983. An employee may only exercise this privilege once during their employment.

Yours truly,  
Ford Electronics Manufacturing Corp.

Jane Stechly,  
Industrial Relations Manager

LETTER #16



Ford Electronics Manufacturing Corporation  
January 6th, 1989

7455 Birchmount Road  
Markham, Ontario  
Canada L3R 5C2

To: Members of the Joint Union-Management Safety Committee

During the 1988 negotiations the Company and the Union discussed their concern for the safety and health 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. In recognition of this mutual concern the parties discussed and identified the need for power lock out training as a priority item.

Additionally, it was agreed that the Union will work with the Company to develop and deliver effective training programs to address legislated and other training needs leading to a greater sharing of the responsibility of encouraging cooperative relationships in matters of health and safety. The parties agree that advanced discussions and reviews of these programs can bring into focus factors which can impact and improve the delivery of safety and health training and provide the opportunity for meaningful Union input before such decisions are made.

Rod Reynolds  
President  
Local Lodge No. 2113  
International Association of Machinists  
and Aerospace Workers

Jane Stechly  
Industrial Relations Manager  
Ford Electronics Mfg. Corp.

MEMORANDUM OF UNDERSTANDING

Entered into this 6th day of January 1989

-Between:-

Ford Electronics Manufacturing Corporation

And:

Local Lodge No. 2113

International Association of Machinists and Aerospace Workers

LOE-1

The purpose of this letter is to establish a climate within which mutually agreed upon processes can be developed that will utilize the talent and skills of the workforce to insure an efficient and competitive electronics plant dedicated to the manufacture of "best in class" products and which provides meaningful work and job satisfaction for all employees. To achieve these mutually desired goals, both parties have agreed to:

- \* Jointly provide leadership, support and guidance.
- \* Jointly pursue and encourage open, meaningful two way communication.
- \* Jointly explore, pursue and develop ways of not only preserving, but creating new jobs, with the objective that through these mutually agreed upon processes we create, our business remains quality conscious and competitive, and results in improved job security for all workers.

The parties further agree to explore participation in the preventative mediation programs as provided by the Ontario Ministry of Labour.

By jointly developing these processes both parties recognize such processes as an adjunct to the collective agreement without in any way affecting its contents.

Rod Reynolds  
President  
Local Lodge No. 2113  
International Association of Machinists  
and Aerospace Workers

Jane Stechly  
Industrial Relations Manager  
Ford Electronics Mfg. Corp.

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