

Collective Agreement

Dated: 14 January, 1995

Ending: 09, January 1998

Between:

Ford Electronics

Markham Plant

And:

**The International Association of
Machinists And Aerospace Workers**

Local Lodge #2113

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COLLECTIVE AGREEMENT

This Collective Agreement is made effective this 14th day of January, 1995

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 cooperation. In addition, the Company and the Union are committed to a relationship which fosters mutual cooperation, joint initiatives, and the empowerment of the work force to provide enhanced opportunities for job security and the long term viability of the Markham Plant.

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 operations in the town of Markham, save and except Supervisors, Foremen, persons above the rank of Supervisor/Foremen, 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, 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.

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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 authorise 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 lockout 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, Human Rights Code and Employment Equity Act.

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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.

Additionally, with regard to work team concepts and in order to support and enhance joint commitments, efforts and communications; 1) The Union will identify two (2) Shop Stewards for the afternoon shift and two (2) Shop Stewards for the midnight shift to assume the responsibilities of Chief Steward; 2) Such Chief Stewards will be assigned to an area consistent to the day shift area assignments and the function will not be full time.

Individuals identified as Chief and/or Shop Steward(s) will remain in their area unless they do not have sufficient seniority to remain on the shift, or accept a promotion in line with their seniority, or if their product line is eliminated or moved.

- 7.03 The Union shall notify the Company in writing of the names of the members of the Shop Committee, Chief Stewards, Shop Stewards and the Union's appointees on joint committees within fourteen days of ratification of this agreement, 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 Committeeperson, 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 Committeeperson, 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 recognise 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 In addition, a full-time Health and Safety Representative who has attained the status of "Certified Worker" (as defined by the Occupational Health and Safety Act of Ontario) shall be appointed by the Local President. The President shall advise the Employee Relations Department in writing of the name of the appointed Health and Safety Representative. No Representative shall function as such until the Company has been so advised. This representative will be paid at their straight time rate for 40 hours per week.
- 7.07 Shop committeepersons, 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

801 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.

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A joint Union Management Safety Committee shall be established pursuant to the Occupational Health and Safety Act of Ontario. The Union shall name seven (7) employees covered by this Agreement to such Committee. The size of the Committee may be changed by mutual agreement of the parties. A meeting of the Committee shall be held at least once 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 Joint Union Management Safety Committee will operate under the Operating Guidelines promulgated by the parties (see Supplement).

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

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 griever. 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 Product Team or Department Manager. Their Product Team or Department Manager 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 Product Team or Department Manager 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 Employee 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 Employee Relations Manager or 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 Employee 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 Chairperson 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 Chairperson 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 Chairperson 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 Chairperson.
- 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 their 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.

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The Company will notify the President or alternate if an employee voluntarily quits. In applying progressive or other discipline, the Company will only consider infractions which have occurred within the preceding (24) month period from the date of the infraction being considered. Discipline more than 24 months old will be purged from the employee's personnel file.

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) Reinstating 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

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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 from the date the employee last commenced work with the Company.

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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.

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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. The Union will be notified of recall and hiring programmes.

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.

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; *see also p.18*
; In accordance with Appendix "G", Apprenticeship Agreement, for employees entering a trade after completing a Joint Apprenticeship programme, the seniority date to be applied will be the date the employee enters their apprenticeship. Plant-wide seniority will be retained and applied for the purposes of vacation and any other benefits and/or should the employee revert to their previous classification in which their seniority is greater.

In the event there is no need for an additional employee in the **classification**, the apprentice who has successfully completed the apprenticeship and has become a **licensed** journeyman, will first exercise their date of entry seniority within the trade and then exercise their plant wide seniority towards a lower classification in which they are qualified. The apprenticed journeyman will retain recall rights to the apprenticed classification and will exercise their date of entry seniority as openings become available.

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 or length of service, whichever is greater. The following conditions will apply;

A registered letter will be sent to the employee on lay-off, regardless of length of service in the twenty-second (22) month to update employee recall rights.

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- i. The employee must respond to the registered letter prior to the twenty-fourth (24) month.
 - ii. Failure to respond to the registered letter will result in the employee being removed from the seniority list.
 - iii. Employees who respond will remain on the seniority list with recall rights up to their length of service.
- (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.
- (f) All employees on lay-off status must keep the Employee Relations Department informed as to any change of address by registered mail or in person, if they wish to remain on the seniority list. A copy of the change in status shall be given to the Union.
- (g) 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.
- (h) 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, or inventories so long as the lay-off does not extend beyond a period of three (3) working days. 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.

The Company and Union may agree to increase the number of temporary lay-off days over and above those specified when business circumstances (i.e. volume requirements) warrant. It is understood that any agreement shall require the concurrence of the membership.

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12.08 The Company agrees to notify the Shop Committee of a lay-off prior to the employee being notified of same. If ~~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) work 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) Then 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.
- (c) Then employees may elect lay-off. If so, employees' recall rights would be restricted to the classification from which they were laid off and classifications they had previously bumped including preferred classifications.
- (d) Then employees may elect to displace the least senior employee in the 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 one of their preferred classifications, that they are qualified for and have seniority to hold, and is disqualified by the Company for inability to perform or disqualifies himself because of inability to meet job requirements shall then exercise their rights in another preferred classification in line with their seniority. If they are then unable to meet the job requirements in the second preferred classification they shall then exercise seniority in Job Level 2. I only.

- (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 recall purposes.

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

- (a) Employees must accept recall to a classification previously held.
- (b) Employees who accept recall to a preferred classification must accept recall to all preferred classifications above current classification, or be laid-off with recall rights restricted to classification from which they were previously laid off.
- (c) Employees who reject recall to any preferred classification employee's recall 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 recall purposes, an employee is required to have such preference on file in the Employee Relations Office as of the posting of notification of 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) year for an employee with more than three (3) years seniority.

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(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 provision 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,

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NOTE: Where there is a related disability (See 18.01)

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

(d) Parental Leave of Absence shall be granted without pay or disability benefits, provided a written request is submitted two (2) weeks prior to the commencement of the Leave. Such Leaves will be granted in accordance with the provisions as set forth in the Employment Standards Act of Ontario.

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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

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12.14 The Company shall grant leave of absence without pay, for a period up to the length of their service, for any employee to serve as a full time employee of the District Lodge or Lodge of the International Association of Machinists and Aerospace Workers. Such leave of absence may be extended by mutual consent of the parties.

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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.

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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 on all shifts before filling such vacancies. No posting will be made in the case of temporary transfers of thirty (30) days or less after discussion with the Union. No temporary transfer may be extended beyond forty-five (45) days without the mutual consent of the parties. No posting will be made for Grade 2.1 except prior to the hiring of permanent full time employees.

(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.

The Company and the Union agree on the need to evaluate employees' skill levels in order to determine their training needs.

For internal classification postings, the Company and the Union have agreed to mutually identify job classifications in which skill factors will be tested. The Company and the Union mutually agree to develop and coordinate tests as a means to do this. The contents of the tests must be mutually agreed to prior to any test application,

The test results will remain valid for thirty (30) days from the date the test is administered. If a vacancy for a tested position occurs within this period, the vacancy will be filled with the next successful applicant.

- (c) An employee who wishes to apply for any posted vacancy must submit a correctly completed 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 (including testing if applicable), of the applicant 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.
- (e) On their shift, the successful applicant in the presence of the Chief Steward shall be shown and explained the various duties of the classification. The successful applicant shall then sign if their name is to stand for the vacancy.
- (f) 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.
- (g) 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.
- (h) An employee who is notified they are the successful applicant may decline to fill the vacancy prior to acceptance. Once the employee is placed and subsequently disqualifies **themselves** they will exercise their seniority in Job Level 2.1.

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 who 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 their choice within sixty (60) calendar days of their shift transfer request, they will exercise their seniority against the junior employee in their classification on the shift of their choice. An employee transferred under this Section may not apply for another shift transfer for one (1) year from the date of such transfer.

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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 involuntary as the result of reduction in force or recall. In such cases an employee will be moved to the shift of their choice as openings occur in their classification in line with his seniority.

- 12.18 No employee may work on any shift other than the shift so assigned in line with their seniority and shift preference for a period longer than ninety (90) calendar days for the purpose of receiving training. Any extension to this time frame must be approved by mutual agreement.
- 12.19 It is the employee's responsibility to keep the Employee Relations Department informed of their current address and telephone number.

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 four (4) bulletin boards for that purpose.

HOURS OF WORK

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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.

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 afternoon shift will be 4:00 p.m. The starting time of the midnight 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.

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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.

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14.02 A separately calculated amount of one dollar (\$1.00) shall be paid for all hours worked on the first shift (midnights) and on the third shift (afternoons).

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

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14.04 Time and one-half will be paid for time worked over eight (8) hours per day. Double time will be paid for time worked over twelve hours per day. For the purposes of computing daily overtime a day shall be deemed to commence with the starting time of an employee's shift and end twenty-four (24) hours thereafter.

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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 (5) hours shall be paid for at the rate of double time.

(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.

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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.

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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.

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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.

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14.10 When an employee is required to work overtime in excess of two (2) hours in any one day without prior notice, a meal ticket of six dollars (\$6.00) shall be provided.

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 in the classification within the defined group where the need for the overtime arises. Defined groups shall be determined and agreed upon and shall remain fixed except in the case of new products, launches, or significant changes in operations (see Appendix F for a listing of overtime groups).

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

(c) Overtime records for each defined group shall be maintained and made available for inspection by employees in the defined group. The Union will be provided with a copy of a plant-wide overtime report on a weekly basis.

(d) The Line Steward and Supervisor will review the defined group's overtime records on a weekly basis.

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

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

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

- (f) An employee not at work for any reason when overtime is made available shall have the time charged as though worked, excluding instances when an employee has not been asked to work overtime and additional overtime is made available either on or after the shift.
- (g) A new hire, rehire or reinstated employee, or an employee transferred to another group will assume hours equal to the average hours of the overtime sharing group.
- (h) An employee will be charged for overtime hours worked in another group
- (i) 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 shall have their hours reduced so that the same balance of hours between the lowest and highest hourly employee is maintained.
- (j) Should the Union allege that there has not been a fair and equitable distribution of overtime among employees within their defined group, and such allegation is substantiated, the Company shall have sixty (60) 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.
- (k) When job duties have been modified to conform with temporary or permanent restriction(s), the employee will only be able to work overtime on the job they have received medical clearance to perform and that clearance provides for a normal work week (40 hours) in accordance with Article 14.01. Accordingly, overtime equalization will not be maintained until the employee is able to perform work within their normal classification without job duty modification. At that time they will assume overtime equalization hours as defined in Article 14.11(g).
- (l) In cases where there are both Saturday and Sunday overtime scheduled, and an employee is unable to work one of the days, the employee shall be entitled to work on the remaining day.

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.

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JURY DUTY / CROWN WITNESS / CITIZENSHIP

15.02 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 a normal straight time eight (8) hour shift. 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. An employee working on the afternoon or midnight shift will not be required to work any part of their shift if they are called for Jury Duty or as a Crown Witness during the day shift.

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.

BEREAVEMENT COMPENSATION:

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15.03 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, grandparents-in-law and grandchildren.

VOLUNTARY RESERVE MILITARY LEAVE:

15.04 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 Leave

HEALTH AND WELFARE

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

see p. 33 OHIP for Employees and Dependents - Company Paid

- I i + + - Group Major Medical Insurance - Company paid for employees and dependents will be provided with a \$25.00 deductible.

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Weekly Indemnity As per Appendix "B".

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Life Insurance As per Appendix "B".

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.

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 24, 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.

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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.

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JURY DUTY / CROWN WITNESS / CITIZENSHIP

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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.

BEREAVEMENT COMPENSATION:

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15.03 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, grandparents-in-law and grandchildren.

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PAID HOLIDAYS

16.01 The following holidays will be recognised by the Company:

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

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" for the year 1995 are, December 27, 28, 29; for the year 1996 are, December 23, 24, 27, 30, 31; for the year 1997 are, December 24, 29, 30, 31. In addition to the above paid holidays, the following day will be recognised as a paid holiday for the year 1998: January 2.

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16.02 The Company will pay an employee, if they have worked on the shift immediately preceding and the 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 on the shift immediately preceding and on the 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.

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VACATIONS

- 17.01 For the purposes 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) or 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 greater.
- 01 - 02
17.04 Employees who have completed five (5) or 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
- 05 - 03
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 rate of pay.
- 10 - 04
17.06 Employees who have completed twenty (20) 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.
- 20 - 05
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 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:

see p. 33
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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.

Weekly Indemnity - As per Appendix "B".

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Life Insurance - As per Appendix "B".

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

Weekly Indemnity Coverage to include Miscarriage and Tubal Legation, 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.

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 24, 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.

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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.



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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 classification assigned by the Company, a work assignment review may be requested. If the Company and Union representatives on the review committee are unable to reach an agreement within thirty (30) working days, the matter may be submitted to the third step of the Grievance Procedure.

Prior to the grievance being submitted to arbitration, the Employee Relations Manager and the Directing Business Representative shall meet in the fourth step and clearly define the nature and scope of the work under dispute. The Board of Arbitration shall have the authority to decide the following:

1. Whether the changes in the duties and responsibilities of the work under protest warrant a change in job classification.
2. If a change in job classification is warranted, the Board of Arbitration will determine whether the work falls within an existing classification
3. If the work does not fall within an existing classification, the work will be designated within the existing job rate levels.

NOTE: It is understood that the request for work assignment review will constitute the date from which any wage adjustments will be effective

19.04 The starting rate for all newly hire employees shall be 95% of the job rate. An employee shall have their rate increased to 96% of the job rate after 2 months of employment, 98% after 5 months of employment, and to 100% of the job rate after 8 months of employment.

19.05 Each employee with seniority on January 16, 1995, will receive an increase to base wages of 4.5% of the January 13, 1995 job rate.

Each employee with seniority on January 15, 1996 will receive an increase to base wages of 4.5% of the January 13, 1995 job rate.

Each employee with seniority on January 13, 1997 will receive an increase to base wages of 4.5% of the January 13, 1995 job rate.



DURATION OF AGREEMENT

20.01 This Collective Agreement becomes effective the 14th day of January, 1995, and shall continue in effect until the 9th day of January, 1998, 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 27th day of February, 1995.

FOR THE COMPANY

FOR THE **UNION**

T.W. PARK

D. RITCHIE

K.J. STRONG

R. REYNOLDS

C. BLANCO

L. McCLENAGHAN

S.F. WIERCINSKI

J. FIORE

M.I. GOLDING

R. LAVICTOIRE

H.L. BELLÉ

J. O'CONNELL

M.G. HOMER

W. LOCKHART

R.H. STEARNS

J. CHANAS

APPENDIX "A": JOB CLASSIFICATIONS APPLIED TO JOB LEVELS

<u>JOB LEVEL</u>	<u>JOB CLASSIFICATIONS</u>
2.1	ASSEMBLER/INSPECTOR
5.1	JANITOR / MATRON
7.2	MACHINE OPERATOR I
7.3	LABOURER
10.1	MATERIAL HANDLER
12.5	UTILITY
14.1	INSPECTOR, GRADE I
14.2	MACHINE OPERATOR II
14.3	REPAIRER
14.4	STOCKKEEPER/RECEIVER/SHIPPER
14.5	PRODUCT AREA STATISTICIAN
14.6	TRAINER, GRADE I
15.1	MECHANICAL MAINTENANCE
15.3	TOOL CRIB ATTENDANT
16.1	INSPECTOR, GRADE II
16.2	TRAINER, GRADE II
17.1	TROUBLE SHOOTER
18.1	TEST EQUIPMENT TECHNICIAN, TRAINING GRADE I
19.1	AUTOMATION TROUBLE SHOOTER
19.2	TEST EQUIPMENT TECHNICIAN, TRAINING GRADE II
20.1	TOOL MAKER/MACHINIST
20.2	ELECTRICIAN
20.3	TEST EQUIPMENT TECHNICIAN
20.5	LIFT TRUCK MECHANIC
20.6	PLUMBER
20.7	INDUSTRIAL MECHANIC
GROUP LEADERS:	25 cents per hour above employee's current level of pay.
UNION OFFICERS:	The President, Teams Co-Chair, Health & Safety Representative, Benefits Representative will be paid at the 19 Job Level Rate for as long as they hold the position.

APPENDIX "A"

(CONTINUED)

The classifications identified below will be posted in accordance with the schedule below in order to minimize the impact to Operations. All postings will be based upon manning requirements at the time of posting, and will begin no later than the dates outlined below.

Date	Job Level(s) (PRE 1/13/95) (POST 1/13/95)	Job Level	Job Classification
9/1/95	2.2, 8.1	14.3	Repairer
3/1/96	2.3, 7.5	14.5	Product Area Statistician
9/1/96	7 4	14.2	Machine Operator II
3/1/97	10.2	14.4	Stockkeeper / Receiver / Shipper

In the event that a current incumbent on the classifications listed above has sufficient seniority to hold that position after the posting opportunity outlined above, it is agreed that they shall not be required to complete a qualification test to continue in that classification.

If feasible, the interval of postings may be reduced as agreed to by the parties

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APPENDIX "B"

$\frac{70c}{999}$

LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

Company paid life insurance of \$40,000 for regular full-time employees.

Company paid accidental death and dismemberment insurance of \$40,000 for regular full-time employees.

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The Company will establish an employee paid optional life insurance plan up to a maximum of \$100,000. (Details below.)

Weekly Accident and Sickness Duration:

$\frac{70b}{999}$

- Payment for first (1st) day accident or hospitalization.
- Payment from fourth (4th) day Sickness
- Thirty-nine (39) weeks duration for each separate disability

Amount of Payments:

For the duration of this agreement, the Company will maintain the level of payments equal to 66 2/3% of weekly earnings (base rate multiplied by 40 hours). up to the UIC maximum in effect in each year of the contract or sixty percent of weekly earnings (base rate multiplied by 40 hours) whichever is greater.

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APPENDIX "B"

(CONTINUED)

EMPLOYEE OPTIONAL GROUP LIFE INSURANCE

- Optional Life premiums are payroll deductible
- Employees can choose coverage in units of \$10,000 up to a maximum of \$100,000.
- Employees may select coverage for their spouse and children at \$10,000 for spouse and \$5,000 for each child.
- Employees are eligible to apply for coverage to be effective at the time coverage for Company paid life insurance begins.
- Employees must complete application and insurance company may deny coverage.
- Coverage terminates at age 65 or at retirement or other termination of employment, whichever is earlier.
- Conversion to an individual policy may be made upon termination earlier than age 65
- Changes to the Employee Optional Group Life Insurance Plan referenced above shall become effective July 1, 1995.

NOTE: During 1995, the parties will pursue the feasibility of obtaining Optional Group Life Insurance for the employees' spouse and children in units of \$10,000 up to a maximum equal to the employee's amount of coverage.

APPENDIX "C"

$\frac{70j}{100}$ HEALTH AND WELFARE PROGRAM COVERAGE $\frac{769}{1}$

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)

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.

Effective the beginning of Benefit year 1995 the lifetime maximum for eligible members shall be increased from \$10,000 to \$250,000.

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

Employees who retire will continue to be covered by the Company provided Prescription Drug programme to age 65 provided they have reached age 60 and attained 30 years of continuous service at the time of retirement.

Dental Plan:

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The Company will provide a dental plan equivalent to the Ontario Blue Cross Plan No. 7 plus Riders No. 1, 2 and 4 (1980) for employees and dependents with a \$1,200 annual maximum benefit per individual.

Benefits are based on the 1995 Ontario Dental Association Schedule of Fees.

In the second year of the contract, benefits will be based on the 1996 O.D.A. Schedule of Fees.
 In the third year of the contract, benefits will be based on the 1997 O.D.A. Schedule of Fees.

APPENDIX "C"

(CONTINUED)

Orthodontic Care:

Orthodontic Care benefits will be provided to a \$1,400 lifetime maximum for eligible members under 21 years of age.

Coverage for eligible members includes:

- 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.

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APPENDIX "D"
FORD ELECTRONICS MANUFACTURING CORP. RETIREMENT PLAN

MONEY PURCHASE PLAN

Effective January 16, 1995 each member will be required to contribute, by payroll deduction, either 3% or 5% of his or her straight time base rate for all hours worked including vacation and holiday pay.

The Corporation will provide a 5.5% contribution to the employee's retirement plan not to exceed the maximum levels outlined in the chart below.

Additionally, during previous negotiations there was agreement concerning the ability of employees to change their selected level of pension contribution between 3% and 5% and be able to withdraw their voluntary contributions above 5% to the pension plan

It was agreed that the plan would be modified to accommodate the employees' desire to have the option of changing their contribution level from once annually to twice annually during January and June. Additionally, modifications to the pension plan to permit voluntary contribution withdrawal will be pursued through an amendment to the existing plan It is expected that this will be accomplished no later than January 1, 1993.

JOB LEVEL	1995	1996	1997
2	\$1,858	\$1,938	\$2,018
5	\$1,851	\$1,930	\$2,010
7	\$1,976	\$2,061	\$2,146
10	\$2,095	\$2,208	\$2,298
12	\$2,111	\$2,202	\$2,293
14	\$2,208	\$2,303	\$2,398
15	\$2,237	\$2,333	\$2,430
16	\$2,297	\$2,397	\$2,495
17	\$2,393	\$2,496	\$2,599
18	\$2,407	\$2,510	\$2,614
19	\$2,465	\$2,572	\$2,677
20	\$2,747	\$2,866	\$2,984

APPENDIX "D"

(CONTINUED)

NOTE: Employees may, at their option, make voluntary contributions over 5% in 1% increments up to and including 10% of their straight time base rate for all hours worked including vacation and holiday pay.

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 contribution 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.

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APPENDIX "E"

In order to enhance Markham's competitive position within the worldwide electronics Industry, the parties agree to establish a Joint Steering Committee (JSC) for the purpose of developing a framework for the full participation of the workforce. The JSC represents an equal partnership between the parties in the continued development and implementation of employee participative processes (i.e. workgroups, job redesigns, etc.). The JSC will also develop and recommend policies to management which support employee participation and the development of employee roles and responsibilities. The JSC will be committed to:

- Empowering employees to become autonomous in the performance of their work by establishing roles and responsibilities within clearly defined boundaries
- Creating an environment where continuous improvement is the norm rather than the exception.
- Providing increased job satisfaction to all employees
- Developing programs and training to enhance employee skills in problem solving techniques and knowledge of product objectives.
- Creating a fast learning environment to fully develop and utilize the talents and skills of all employees. The J.T.C., internal resources and other appropriate *training* resources will be **utilized** to create and support this environment.
- Develop and recommend policies which emphasize the integrity and the dignity of the individual as well as the group.
- Jointly explore, pursue and develop innovative methods which preserve and create new jobs for Markham.

By achieving the above objectives through the participative processes, the Plant will increase its competitive position in quality, cost and time resulting in enhanced job security for all employees

The Local Union President will designate a Co-Chairperson for the JSC

APPENDIX "F"

OVERTIME GROUPS
(FOR THE PURPOSES OF OVERTIME EQUALIZATION ONLY)

It was agreed that upon ratification of the agreement that the current overtime groups or sections within the Plant would be reorganized into the following groups:

1. ACI
2. Philips (excluding Philips 4)
3. SMD (as per cost centre 1551)
4. IABDM / PRM / IABDM 4
5. EATC
6. CCD
7. RKE
8. GEM
9. RAP
10. PSOM
11. IRCM
12. FPD/ STC
13. Cluster TOC
14. Cluster Sub-Assembly
15. Cluster ACI/SMD (including Philips 4)
16. Cluster EN/FN/WIN-88 PW/Final
17. Cluster FN-74 PW/Final
18. Cluster Coil Winding
19. Cluster (LOM/TATS/Message Centres/RSWC/IP Module/SCM) PW/Final

APPENDIX "F"

(CONTINUED)

20. Stockkeeper / Receiver / Shipper
21. Material Handlers (By production assignment)
22. Remanufacturing Area
23. Prototype Lab
24. Quality Control Lab.
 - Incoming (MQS)
 - Q.A. Test Lab.
25. Maintenance
 - Tool Maker/Machinists
 - Test Equipment Technicians
 - Test Maintenance Technicians SMD/ACI/Philips
 - Industrial Mechanics
 - SMD Mechanics
 - ACI Mechanics
 - Philips Mechanics
 - Janitors / Matrons
 - Mechanical Maintenance
 - Tool Crib Attendants
 - Electricians
 - Plumbers
 - Computer Systems Technicians

Within each of these defined groups, overtime opportunities would be **equalized** by classification in accordance with Article 14.11 of the Collective Bargaining Agreement

In addition, the parties agree that on a one time basis, in conjunction with the formation of these newly defined groups, the Company will adjust all **overtime** hours to zero.

The parties **recognize** that operational requirements may necessitate revisions to the overtime groups during the term of this Agreement. Changes will be mutually agreed upon.

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APPENDIX% "

APPRENTICESHIP AGREEMENT

Apprenticeship Agreement

This Apprenticeship Agreement has been developed through the cooperative efforts and mutual agreement of representatives of Ford Electronics Manufacturing Corporation and Local Lodge 2113 of the International Association of Machinists and Aerospace Workers. All terms and conditions of this agreement are consistent with the current Collective Agreement between the parties.

1. Objectives

- (a) The objectives of this apprenticeship agreement are to provide a means for developing skilled trades personnel. Apprentices will be instructed in related subjects so as to acquire the knowledge and skills necessary to perform the duties of the trade.
- (b) The Company sponsored practical training assignments, wherever possible will be modeled on the guidelines established by the Ministry of Skills Development (MOSD). Training in safety and good housekeeping practices will accompany each type of work performed. The apprenticeship will be 8000 hours or approximately four years in length, including related and classroom training. The number of hours of practical training and related instruction may vary between the different trades.

2. Local Apprenticeship Committee

A Joint Apprenticeship Committee (JAC) composed of three (3) Management members and three (3) Union members shall be established. The Committee will be responsible to oversee the administration and functioning of the Apprenticeship Agreement. The committee shall consider and make recommendations as specified below

- (a) To formulate and implement plans which create and maintain interest in the Apprenticeship Program.
- (b) To cooperate with the apprentice, the school authorities, the Company and the Union in the successful operation of standards set by the MOSD.
- (c) To counsel apprentices who are experiencing difficulty in school or work related matters, and to hear and resolve any issues arising from the administration of the Apprenticeship Program.
- (d) To arrange courses of study, obtain and furnish reports, maintain records, coordination of training and communications with the Ministry of Skills Development.

- (e) To certify the appropriate Registration Agency the names of apprentices who have satisfactorily completed their apprenticeship, requesting the issuance of a Certificate of Apprenticeship to the Ministry of Skills Development.
- (f) To accept or reject applicants for apprenticeship utilising the criteria established by the job posting procedure of the Company.
- (g) Through monthly meetings the **JAC** will be responsible for the successful operation of the Apprenticeship Program and the successful completion of the apprenticeship by the apprentices under the standards hereafter.
- (h) **Where the JAC is unable to reach a simple majority vote in administering these standards, the concern will be brought before the Employee Relation Department and IAM Shop Committee for resolution.**

3. Company Responsibilities

The Company shall have sole authority to:

- (a) determine the number of apprentices by trade, if any, to be admitted into the program;
- (b) assign work;
- (c) administer discipline.

The Company's authority in these areas shall be subject to the Collective Agreement (CA) between the parties, unless otherwise modified by this Apprenticeship Agreement.

4. Qualifications of an Apprentice

In order to become apprenticed under this agreement, persons must have the following qualifications:

- (a) The minimum requirements, as per the **MOSD**, for internal applicants. External candidates must be a graduate of a grade twelve (12) Secondary School or Technical High School or its equivalent.
- (b) An interest and aptitude towards learning the trade as demonstrated on a relevant aptitude test as administered by the **JAC**.
- (c) Meet the Company's **pre-employment** medical standards
- (d) Legal ability to work in Canada.

5. Application for Apprenticeship

All applications for apprenticeship, both internal and external, shall be made on a form supplied by the Company and approved by MOSD, in addition to the Company's employment application. A copy of the application of apprenticeship will be forwarded to MOSD. Applications will be made available through the job posting procedure in the Collective Agreement. If no suitable candidates are identified from an internal posting, vacancies will be made available to external candidates.

6. Placement on Apprenticeship Program

- (a) Applicants who have successfully completed the selection process, as determined and administered by the JAC, will be placed into the program as openings occur.
- (b) For employees entering a trade the seniority date to be applied will be the date the employee enters his/her apprenticeship.
- (c) Those applicants who are not placed in the program or who were unsuccessful in passing the selection process may reapply and be retested as job openings occur.

7. Terms of Apprenticeship

- (a) The complete term of apprenticeship shall be 8000 hours, which shall include the probationary period.
- (b) The first sixty (60) days of work shall be regarded as probationary, for the purposes of:
 - (i) The apprentice's Supervisor and the JAC confirming the suitability of the apprentice for the chosen trade;
 - (ii) The apprentice confirming his/her interest in continuing with the program.
- (c) Credit may be granted, in justifiable instances and at the discretion of the JAC with assessment and advice through MOSD, to applicants with previous training or experience. Such training or experience must be either as an apprentice with another Company, a pre-apprentice course or directly related training. In the latter instance, the training must be directly related to the schedule of practical assignments in the apprenticeship program.
- (d) The progress of the apprentice shall be subject to review by the JAC. Should such review reveal unsatisfactory progress, either in practical or related classroom instruction on the part of the apprentice, with recommendation of the JAC, the Company may cancel the apprenticeship agreement with the employee for just and reasonable cause.

- (e) The JAC may extend the term of apprenticeship, with written advice to MOSD, where the apprentice fails to make satisfactory progress in practical work or related classroom instruction.

8. Practical Training

- (a) Each apprentice shall receive training in all phases of the trade as outlined in the schedule of practical training assignments by the MOSD. A portion of scheduled training will consist of assignments specific to Ford Electronics Mfg Corp
- (b) The responsibility for the practical portion of apprenticeship training shall be shared mutually as follows:
 - (i) The apprentice's Supervisor will assign work, provide direction and gauge the progress and conduct of the apprentice.
 - (ii) The Journeyman with whom the apprentice is associated, will afford the apprentice the opportunity to learn from their knowledge, experience and judgement.
 - (iii) The apprentice will keep a record of the type of work performed, in relation to the training, which shall be verified by the Supervisor.
- (c) Apprentice progress reports will be completed by the Supervisor and acknowledged by the Apprentice according to the following schedule:

Probationary Period (60 days):	weekly
After Probationary Period.	monthly

All reports will be forwarded to the JAC for review.

9. Academic Training

- (a) The apprentice must attend all specified classroom training as required to meet the qualifications for the trade. Apprentices will attend classroom training under a shift release or evening schedule. Where practicable, reasonable efforts will be made to schedule classroom training on a day release basis. The schedule for classroom training will form part of the overall apprentice training schedule.
- (b) The Company will pay apprentices at a straight time rate. for attending required classroom training as designated by the JAC.
- (c) The Company will pay on behalf of apprentices covered by this Apprenticeship Agreement, registration fees, tuition, books, and lab fees as required for classroom training.

10. Apprentice Agreement

- (a) Each apprentice shall enter into a written agreement with the Company, to serve the terms and conditions of apprenticeship.
- (b) This agreement shall be signed by the apprentice in the presence of a Company and a Union representatives of the JAC.
- (c) The apprentice agreement shall be registered, as appropriate, with the Ontario Ministry of Skills Development.

11. Wage Scale for Apprentices

- (a) The agreed wage scale for apprentices shall be based on the rate in effect and specified for the classification in the Collective Agreement between Ford Electronics Manufacturing Corporation and Local Lodge 2113, International Association of Machinists and Aerospace Workers. The formula listed below will determine the rates. An apprentice training program shall consist of five periods of related training and work experience training. The JAC will grant wage increases based on hours completed. Extenuating circumstances will be examined by the JAC if apprentices do not fulfil the required amount of hours for wage increases.

<u>SHOP HOURS COMPLETED</u>	<u>CLASSROOM HOURS COMPLETED</u>	<u>PERCENTAGE OF WAGE</u>
0 - 1856	144	75%
2001 - 3694	288	80%
4001 - 5532	432	85%
6001 - 6460	532	90%
7001 - 7424	576	95%

- (b) An apprentice who applies and is accepted from within the Company will not be paid a rate which is less than his/her previous rate. In such instances the apprentice will continue to receive the rate at which he/she commenced the apprenticeship, until such time as the rate outlined in the apprenticeship rate agreement is higher.

12. Hours of Work and Working Condition

- (a) The hours of work, overtime rules, conditions, rules, regulations and penalties governing working conditions shall be as stated in the Collective Agreement between Ford Electronics Manufacturing Corporation and Local Lodge 2113, International Association of Machinists and Aerospace Workers. The apprentice shall receive credit towards the term of the apprenticeship, only for actual time performing practical apprentice related work or attending related classroom instruction. Any time paid at a premium rate will be credited towards the term of the apprenticeship at the straight time rate.
- (b) The apprentice may be assigned to any shift to facilitate the training program. However, when assignment to shifts other than shift #2 becomes necessary, such assignments will be rotated.

13 Continuity of Employment

- (a) The Company intends and expects to give the apprentice steady employment but reserves the right to lay off whenever business conditions make this course necessary. Lay offs will in accordance with Article 12 of the Collective Agreement, maintaining the stipulated ratio of journeymen to apprentices, where apprentices in each trade with the least amount of service in the program will be laid off first and rehires will be made in reverse order.
- (b) The number of apprentices which the Company may employ at any one time will not exceed a ratio of one (1) apprentice to every ten (10) journeymen. This ratio shall permit the Company to retain (or indenture where none are enrolled) one (1) apprentice where two (2) or more but less than ten (10) journeymen are employed and/or two (2) apprentices where fifteen (15) journeymen but less than twenty (20) journeymen are employed. In classifications where there are twenty (20) or more journeymen, the ratio will be applied in increments of one (1) apprentice for every ten (10) journeymen.
- (c) For employees entering a trade after completing a program governed by this agreement, in applying sections 12.05, 12.09, 12.10 and 12.17 of the Collective Agreement, the seniority date to be applied will be the date the employee enters his/her apprenticeship. Plant wide seniority will be retained and applied for the purposes of vacation and any other benefits and should the employee revert to previous classification in which their seniority is greater
- (d) In the event there is no need for an additional employee in the classification, the apprentice who has successfully completed the apprenticeship and has become a licensed journeyman, will first exercise their date of entry seniority within the trade and then exercise their plant wide seniority towards a lower classification in which they are qualified. The apprenticed journeymen will retain recall rights to the apprenticed classification and will exercise their date of entry seniority as opening become available.

14. Tools

The Company will provide necessary tools as required and will provide for the secure storing of tools. The apprentice will have responsibility for the safekeeping of tools

15. Certificate of Completion of Apprenticeship

Upon completion of the apprenticeship under these apprenticeship standards, the Joint Apprenticeship Committee will recommend to the MOSD that certificate signifying completion of the apprenticeship be issued to the apprentice.

16. Amendments to Apprenticeship Agreement

The provisions of this apprenticeship agreement may be modified by recommendation of the Joint Apprenticeship Committee, subject to approval by the Company, Union and MOSD.

17. Initial Job Posting to the Markham Apprenticeship Program

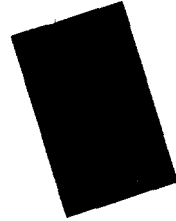
Applicants selected from the initial posting to the Markham Apprenticeship Program with a seniority date greater than February 28, 1993 will have date of entry seniority to the 20.7 classification of March 1, 1993. Future postings will be in accordance with the Company's job posting procedure

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MAXIMUM JOB LEVEL RATE SCHEDULE
EFFECTIVE JANUARY 16, 1995

JOB LEVEL	1995 (1/16/95)	1996 (1/15/96)	1997 (1/13/97)
2	\$16.24	\$16.94	\$17.64
5	\$16.18	\$16.87	\$17.57
	\$17.27	\$18.02	\$18.76
10*	\$18.31	\$19.10	\$19.89
12	\$18.45	\$19.25	\$20.04
14*	\$19.30	\$20.13	\$20.96
15	\$19.55	\$20.39	\$21.24
16	\$20.08	\$20.95	\$21.81
17	\$20.92	\$21.82	\$22.72
18	\$21.04	\$21.94	\$22.85
19	\$21.55	\$22.48	\$23.40
20	\$24.01	\$25.05	\$26.08

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* Maximum rate will be achieved in accordance with Pay Equity Agreement

LETTER #1

February 24, 1995

Mr. Dave Ritchie
Directing Business Representative
International Association of Machinists
and Aerospace Workers,
291 Eglinton Ave. East,
Toronto, Ontario

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Dear Mr Ritchie:

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

In the conduct of the 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.

T.W. Park
Manager, Employee Relations

ORIGINALLY ISSUED: November 26, 1986

LETTER #2

February 24, 1995

Mr. Dave **Ritchie**
Directing Business Representative
International Association of Machinists
and Aerospace Workers
291 Eglinton Ave. East
Toronto, Ontario
M4P 1L3

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Dear Mr. **Ritchie**:

During recent negotiations there was discussion concerning a method to allow a one-time only opportunity to receive a payment at retirement in order to facilitate the ability of employees with thirty (30) or more years of continuous service who have reached age sixty (60) to retire earlier than age sixty-five (65).

It was agreed to provide employees with a one-time, lump sum payment, based on their age at retirement, and the year that they elect to retire as shown in the matrix below. While this matrix and such payments are not included in the Pension Plan, the employees' retirement must be in accordance with the terms and conditions of the Pension Plan;

YEAR EMPLOYEE RETIRES	1995	1996	1997
AGE AT RETIREMENT			
60	\$17,500	\$14,000	\$10,500
61	\$14,000	\$10,500	\$7,000
62	\$10,500	\$7,000	\$3,500
63	\$7,000	\$3,500	
64	\$3,500		

The parties understand and agree that the above noted Lump Sum Retirement Payment must be used as part of an Annuity Purchase Plan

Finally, as noted above, the parties committed and agreed that this supplemental payment plan is a one-time only opportunity and is fully and completely contained and limited within the current contract period commencing the 16th day of January, 1995 and terminating on the 9th day of January, 1998.

Yours very truly,
FORD ELECTRONICS MANUFACTURING CORP.

T.W. Park
Manager, Employee Relations

LETTER #3

February 24, 1995

Mr. Dave Ritchie
Directing Business Representative
International Association of Machinists and Aerospace Workers
291 Eglinton Ave. East
Toronto, Ontario
M4P 1L3

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Dear Mr. Ritchie:

ORIGINALLY ISSUED: November 27, 1980

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

ORIGINALLY ISSUED: February 12, 1977

CONTRACTUAL INTENT RE APPOINTMENT OF GROUP LEADERS

The Company retains the right to appoint Group Leaders, as required, to **maintian** 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 **senority** being one of the considerations and **recognizing** the rights of the Company, as stated in **paragrah** I.

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

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

T.W. Park
Manager, Employee Relations

LETTER #4

February 24, 1995

Mr Dave **Ritchie**
Directing Business Representative
International Association of Machinists
and Aerospace Workers,
291 Eglinton Ave. East,
Toronto, Ontario
M4P 1L3

Dear Mr. **Ritchie**:

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 finalised 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.

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

T.W.Park
Manager, Employee Relations

ORIGINALLY ISSUED: November 16, 1982

LETTER #5

February 24, 1995

Mr. Dave **Ritchie**
Directing Business Representative
International **Association** of Machinists
and Aerospace Workers,
291 **Eglinton** Ave. East,
Toronto, Ontario
M4P 1L3

Dear Mr. **Ritchie**:

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 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.

T.W. Park
Manager, Employee Relations

ORIGINALLY ISSUED: February 8, 1979

LETTER #6

February 24, 1995

Mr. D. Ritchie
Directing Business Representative
International Association of Machinists
and Aerospace Workers
291 Eglinton Avenue East
Toronto, Ontario
M4P 1L3

Dear Mr. Ritchie:

During recent negotiations the parties had extensive discussions regarding in-depth analysis of each benefit contract and the overall performance of the carriers. As a result of the discussions it was mutually concluded and agreed that:

- 1) A full-time IAM Benefits Representative would be appointed to work on IAM benefit issues and provide employees with information, support and direction to obtain various benefits and programme assistance.
- 2) Joint meetings would be conducted with each carrier to review each Master Plan contract and ensure that such contract is up-to-date, correct and properly administered. A copy of such contracts will be provided to the IAM Benefits Representative.
- 3) The parties would jointly review contract performance semi-annually and meet with the FERCO Insurance Representative to discuss any on-going problems.
- 4) Minutes of meetings conducted in accordance with provision 3 of this letter would then be jointly signed by the Union and the Company Benefits Representative and forwarded to the IAM Directing Business Representative and ACD Labour Relations Office.

As the parties further agreed, those issues identified as being problems relating to interpretation of the benefit plans would be promptly addressed and brought to the attention of the carrier for corrective action and timely resolution.

Yours Very Truly,
FORD ELECTRONICS MANUFACTURING CORP.

T. W. Park
Manager, Employee Relations

LETTER #7

February 24, 1995

Mr. Dave **Ritchie**
Directing Business Representative
International Association of Machinists
and Aerospace Workers,
291 Eglinton Ave. East
Toronto, Ontario
M4P 1L3

Dear Mr. **Ritchie**:

ORIGINALLY ISSUED: December 15, 1988

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.

ORIGINALLY ISSUED: December 16, 1982

Additionally, this will confirm our discussions concerning a senior employee who does not have a Shift Preference 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).

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

T.W. Park
Manager, Employee Relations

LETTER #8

February 24, 1995

Mr. Dave **Ritchie**
Directing Business Representative
International Association of Machinists
and Aerospace Workers.
291 **Eglinton** Ave. East,
Toronto, Ontario
M4P 1L3

Dear Mr. **Ritchie**:

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, or elect to retire between age sixty (60) and sixty-five (65) and have thirty (30) years of service, 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 or at time of retirement between age sixty (60) and sixty-five (65) with thirty (30) years of service, 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 or at time of retirement between age sixty (60) and sixty-five (65) with thirty (30) years of service, by 11/2%. This percentage is then multiplied by the amount of Life Insurance in force at age 65 or at time of retirement between age sixty (60) and sixty-five (65) with thirty (30) years of service.

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.

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

T.W. Park
Manager, Employee Relations

LETTER #9

February 24, 1995

Mr. Dave Ritchie
Directing Business Representative
International Association of Machinists
and Aerospace Workers,
291 Eglinton Ave. East,
Toronto, Ontario
M4P 1L3

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Dear Mr. Ritchie:

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:

- 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

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.

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Finally, as the result of our discussion, the Company will regularly inform the Union of the development of new technology in the plant. In such discussion 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.

T.W.Park
Manager, Employee Relations

ORIGINALLY ISSUED: February 17, 1987

LETTER #10

February 24, 1995

Mr. Dave **Ritchie**
Directing Business Representative
International Association of Machinists
and Aerospace Workers,
291 Eglinton Ave. East,
Toronto, Ontario
M4P 1L3

Dear Mr. **Ritchie**:

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 communication
- 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 meeting will not replace the collective bargaining process, nor, interfere with the parties Grievance Procedure.

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

T.W. Park
Manager, Employee Relations

ORIGINALLY ISSUED: February 16, 1987

LETTER#11

February 24, 1995

Mr. Dave **Ritchie**
Directing Business Representative
International Association of Machinists
and Aerospace Workers
291 Eglinton Avenue East
Toronto, Ontario
M4P 1L3

Dear Mr. **Ritchie**:

ORIGINALLY ISSUED: March, 1992

During the course of these negotiations the Union raised a concern regarding an employee's ability to grieve the termination of his/her employment where a Workers' Compensation Case was involved. More specifically, the Union was concerned the Company would attempt to argue, in cases where greater than 24 months had passed since the employee's last day worked, it was no longer obligated to reinstate the employee according to the Act regardless of the outcome of arbitration

In situations where 24 months or longer have elapsed during the course of pending arbitration, the Company, as in the past will continue to argue the case based on its merits and will not summarily evoke the 24 month provision of the Act This understanding does not restrict the Company from exercising its rights under the Act in situations other than outlined above

ORIGINALLY ISSUED. March 3, 1992

Additionally, the following reflects the understanding presently in effect between the Company and the Union regarding the payment of accident and sickness insurance during a Workers' Compensation dispute.

Any worker who is off work due to an accident or injury, and who has been denied Workers' Compensation, shall file for and shall be covered by the Company's Accident and Sickness insurance during the course of appeal. It is understood that employees to be eligible for payment shall sign the waiver on the insurance form regarding release of information and shall also sign a waiver for repayment of monies if the WCB appeal is successful

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP

T.W. Park
Manager, Employee Relations

LETTER #12

February 24, 1995

Mr. Dave Ritchie
Directing Business Representative
International Association of Machinist
and Aerospace Workers
291 Eglinton Avenue East
Toronto, Ontario
M4P 1L3

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Dear Mr. Ritchie:

A Tuition Refund Program is available for all regular hourly employees of Ford Electronics Manufacturing Corporation. Under the Plan, the Company refunds tuition fees, books, and lab fees associated with successful completion of approved courses up to a maximum of one thousand dollars (\$1,000) per calendar year.

The detailed provisions of the Company Plan shall govern in all cases.

Yours very truly,
FORD ELECTRONICS MANUFACTURING CORP.

T.W. Park
Manager, Employee Relations

ORIGINALLY ISSUED: February 19, 1992

LETTER #13

February 2, 1995

Mr. D. Ritchie
Directing Business Representative
International Association of Machinists
and Aerospace Workers
291 Eglinton Avenue East
Toronto, Ontario
M4P 1L3

Dear Mr. Ritchie:

During recent negotiations there were discussions between the parties regarding the Apprenticeship Agreement.

The ongoing intent of the Apprenticeship Programme is to provide non-apprenticed employees the opportunity to acquire the knowledge and skills to perform the duties of a trade.

It was agreed that any employee who has completed a **bonafide** apprenticeship programme, or any employee who is presently holding or has held a Markham job classification of Tool Maker/Machinist, Electrician, Lift Truck Mechanic, Plumber, or Industrial **Mechanic** is ineligible to participate in this programme.

Yours Very Truly,
FORD ELECTRONICS MANUFACTURING CORP.

T. W. Park
Manager, Employee Relations

LETTER #14

February 27, 1995

Mr. D. Ritchie
Directing Business Representative
International Association of Machinists and Aerospace Workers
291 Eglinton Avenue East
Toronto, Ontario
M4P 1L3

Dear Mr. Ritchie:

During these negotiations the parties agreed that it is of mutual interest and benefit to establish a joint Pension Advisory Committee for the Hourly Employee Pension Plan:

- The Committee will consist of eight (8) members, including:
 - The IAM Benefits Representative
 - The Company Benefits Coordinator
 - The Labour Relations Supervisor
 - The designated appointee of the Board of Directors
 - Three (3) IAM selected employees
 - One (1) Company appointed representative
- The IAM Benefits Representative and the Company Benefits Coordinator shall function as committee co-chairs.
- The Committee will identify a recording secretary from its membership and the minutes of each meeting will be read into the following meeting record with a copy being retained by the secretary and co-chairs. A copy of said minutes will also be posted on the Pension Communication Board by the recording secretary.

The primary purpose of the Committee is to provide a regular and comprehensive review process to help ensure the proper operation, administration, interpretation, communication and application of the Hourly Employee Pension Plan. In this regard, the Committee will have full access and authority to examine all aspects of the plan records, including plan performance, and shall make written recommendations to the Board. All recommendations submitted to the Board will be promptly considered by the Board. All Board decisions relative to these recommendations will be provided to the Committee in writing. If a Committee recommendation is not implemented, the Board will detail the reason(s) for the rejection in such written response.

Additionally, the parties have agreed that the Pension Advisory Committee will, upon formation, conduct a complete and thorough **review** of the advisability of continuing the parties' relationship with National Trust Corporation, including the number of investment and annuity options available to employees; the timing and manner in which such options are to be communicated to the employees; and the development and the dissemination of pension plan information to all employees. Finally, as discussed and agreed to by the parties, should the Pension Review Committee be evenly split in its decision regarding the question of **continuing** the present arrangements with National Trust, then the Committee will prepare a recommendation to terminate the National Trust contract and submit it to the Board for consideration. Such recommendations, if submitted, will include the full and complete reasons for such conclusion, a listing of objections or concerns, and the total cost to the employees and the company associated with such a change.

Yours Very Truly,
FORD ELECTRONICS MANUFACTURING CORP.

T. W. Park
Manager, Employee Relations

SUPPLEMENT

OPERATING GUIDELINES OF THE
JOINT UNION MANAGEMENT HEALTH AND SAFETY COMMITTEE

The following operating guidelines for the Joint Health and Safety Committee reflect present practices and applicable federal and provincial laws. These guidelines are subject to change by the parties and/or by changes to the Occupational Health and Safety legislation

1. MEETINGS:

The Joint Committee shall meet on a monthly basis, to discuss and make recommendations concerning unresolved Health and Safety matters, and recommend appropriate education and/or training for committee members. Prior to the conclusion of each meeting the planned date for the next meeting will be established.

2. CO-CHAIRPERSONS:

The Company shall identify one Management member of the Joint Committee and the Union shall identify one Union member of the Joint Committee as Co-Chairpersons of the Committee. The Co-Chairpersons may act on the behalf of the Committee, where in agreement, on matters where consultation at a full committee meeting is not considered necessary or appropriate. The Co-Chairperson appointed by the Company shall be the Employee Relations Manager or his/her designate who shall have authority to resolve safety matters in his/her capacity as the Company's Co-Chairperson. In the absence of the Union Co-Chairperson, the Union President or the Union's designate shall act on his/her behalf.

3. SUMMARY OF PROCEDURE:

Minutes of the proceedings of each regular Joint Committee meeting shall be prepared by the Company for the use of committee members and shall be posted on the bulletin board.

4. INSPECTION:

Joint inspections of the plant will be made by one Union member and one management member of the Joint Committee.

Such inspections shall be made monthly, and shall, if possible, include members of supervision responsible for the areas being inspected and shall precede the next scheduled meeting of the Joint Committee by at least four (4) work days.

A second member of the Joint Committee may, for training purposes, accompany the members assigned to conduct an inspection, as determined by the Co-Chairpersons to be appropriate.

5. CONDITION REPORT:

When a Condition Report is initiated, the report shall be submitted to the appropriate supervisor having responsibility for the area concerned and a copy forwarded to the Safety Engineer. The Safety Engineer will monitor the operation of the procedure including content of replies, timeliness of replies, (3 working days) and estimated completion dates of any planned corrective measures.

6. EQUIPMENT AND TOOLS:

A. SAFETY EQUIPMENT

The Company will provide all employees working in any unsanitary or potentially hazardous jobs with all of the necessary tools, equipment and protective clothing required. These shall be maintained and replaced where and when necessary at the Company's expense

B. INSTALLATION OF NEW EQUIPMENT

Any machinery or equipment being purchased for and by the Company will be reviewed with the Safety Engineer and the Co-Chairperson of the Health and Safety and Ergonomics Committees to insure proper ergonomic features, as well as proper guarding, power lockout capabilities. etc. before being placed into production

Involve the Union Co-Chairperson regarding new equipment installation for the purposes of reviewing and providing input into the design of such equipment prior to the final safety sign-off.

C. INFORMATION

Inform employees adequately regarding risks relating to their work, and provide appropriate training and supervision so that employees have the skills and knowledge necessary to perform the work.

7. WHMIS:

A. INFORMATION - JOINT COMMITTEE

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The Company will advise the Joint Committee of known harmful physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures.

B. INFORMATION - EMPLOYEES

Inform employees adequately regarding risks relating to their use, provide appropriate training and supervision so that employees have the knowledge to safely perform the work assigned to them

- C. WHMIS training will be reviewed by the Joint Committee and refresher training will be conducted on an annual basis or at a frequently deemed appropriate by the Committee in accordance with the Occupational Health and Safety Act of Ontario.

8 REPORTS:

- A The Company will forward, to the Co-Chairpersons of the committee, reports as provided in the Occupational Health and Safety Act of Ontario, copies of the Supervisor's accident report forms and copies of the Form 7 submitted to the Workers' Compensation Board of Ontario.

Where practicable the Company will supply the Union Co-Chairperson of the Joint Health and Safety Committee with a copy of the Form 7 prior to its submission to the Workers' Compensation Board of Ontario. When this is not possible, a copy will be made available as soon as possible.

- B. The Union Co-Chairperson will be notified of all potential lost time injuries as soon as possible in order that they may investigate such instances. Notification will take place on the date of the accident.
- C. The Joint Committee may recommend further investigation or clarification of circumstances regarding such accidents, as the committee may agree is appropriate.

9. PROGRAMMES IN EFFECT:

The Modified Work and the Ergonomics committees shall have equal Union and Management representation and shall meet once monthly to decide jointly on changes.

10. CERTIFIED WORKERS:

The Union Health and Safety Representative is responsible for Identifying their alternate, the afternoon and midnight shift appointees. Notification will be in accordance with Article 7.03. The parties understand that the Union Health and Safety Representative, Co-Chairpersons, their alternate and appointees shall be "CERTIFIED WORKERS" as outlined in the Occupational Health and Safety Act of Ontario.

In accordance with applicable legislation, a "CERTIFIED WORKER" has the right to stop work where an employee's health and safety is in immediate danger

11. EMERGENCY MEASURES AND EVACUATION PLAN.

The Company will ensure the Emergency Measures and Evacuation Plan will be kept current. The plan will include a first response team comprised of both salaried and hourly employees on a volunteer basis. The first response team will receive necessary re-training as required to be effective in responding to plant emergencies and shall have a mutually agreed to practice schedule. The Company will post a notice indicating the members of such a team. The Company will make every effort to make employees aware of the Emergency Measures and Evacuation Procedures. The Plant will conduct periodic drills, but no less than once per annum.

12. CPR TRAINING:

The Plant security and nursing staff are trained in CPR. Additionally, CPR courses will be made available on a periodic basis for all interested employees.

13. FIRST AID KITS:

The Company has placed emergency first aid kits in the plant at locations agreed upon by both parties.

14. MACHINE LOCK-OUT:

The Union Co-Chairperson will be notified when a machine that has been locked out for safety reasons is repaired and ready to be turned on again

15. SPILLS TRAINING:

Supervisors and designated employees will receive adequate training in the handling of chemical spills.

16. COMMITTEE TRAINING:

The Joint Health and Safety Committee will recommend committee members for appropriate education and/or training sessions in-plant or off-site to the Training area of the Employee Relations Department.

17. MODIFIED WORK PROGRAM:

It is the Company's intention that the return to work procedure be designed and implemented in such a fashion as to accommodate both returning WCB and A & S employees. The Company does, however, recognize that each group may have its own specific requirements and that the return to work procedure may vary between the two groups in order to accommodate such differences.

18. FIRE BRIGADE

The Company and Union agree that all members of the Joint Health and Safety Committee will be assigned to the fire brigade on their respective shifts

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