

COLLECTIVE AGREEMENT

between



**FORD ELECTRONICS
MANUFACTURING CORPORATION**

and

**CAW  TCA
CANADA.**

**NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS UNION OF CANADA**

and

LOCAL 1980

1992 - 1996

JAN - 8 1993

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MEMORANDUM OF AGREEMENT

**This Agreement is made by and between
Ford Electronics Manufacturing Corporation
hereinafter referred to as the "Company".**

and

**The National Automobile,
Aerospace and Agricultural
workers Union of Canada**

and its

**Local 1980 C.A.W.,
hereinafter referred to as the "Union".**

ARTICLE (1) RECOGNITION

section 1.

The Company hereby recognizes the Union as the sole and exclusive representative of the employees in the bargaining unit defined in Section 2 below for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment. It is expressly understood that this act of recognition shall apply to only those provisions expressly provided for in this collective Agreement and such act of recognition is not intended to be interpreted nor imply any rights or obligations on either parties except as provided in the aforementioned.

Section 2.

The bargaining unit consists of **all** office, clerical, technical and professional employees of Ford Electronics Manufacturing corporation at its offices in the Municipality of Metropolitan Toronto and the Town of Markham, **save** and except: Supervisors, persons above the rank of Supervisor, Senior Financial Analysts, Senior Cost Price-Investment Analysts, Employee Involvement Co-ordinators, and salaried Personnel Administrators, Private Secretaries; to the Vice-President and General Manager; Controller; Employee Relations Manager; Treasurer; and the Manager of Engineering. Outside Salesmen, Plant Nurses, persons employed through an Outside agency on a temporary basis (See Article 20 b), persons regularly employed for not **more** than twenty four (24) hours **per** week and persons covered by other bargaining units.

Section 3.

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 bargaining agency and the provisions of this collective bargaining agreement will be extended to cover the new facility.

ARTICLE (2) PURPOSE AND INTENT

The general purpose of this Collective Agreement is to set forth terms and conditions of employment and provide the means by which complaints, grievances and disputes shall be disposed of promptly and equitably for the mutual interest of the company, the employees and the Union.

TO these **ends** the Company and the union encourage to the fullest degree friendly and co-operative relations between their respective representatives at **all** levels and among **all** employees.

ARTICLE (3) MANAGEMENT RIGHTS

Except as abridged by a specific provision of this Agreement, the Company reserves and retains all of its normal rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices and procedures for the conduct of the business; to determine, and from time to time redetermine, the number, location, and types of its plants and operations, and the methods, procedures, technology, processes and materials to be employed; to select and direct the working forces; to establish; eliminate; change or combine work schedules; job classifications, and work assignments, subject only to the terms of this Agreement; to transfer, promote or demote employees, or to lay-off, to make and enforce reasonable rules for the maintenance of discipline; to suspend; discharge or otherwise discipline employees for just cause; and otherwise to take such measures as management may determine to be necessary for the orderly, efficient or economical operation of the business.

ARTICLE (4) UNION SECURITY

Section 1. Requirement of Union Membership

- (a) Employees covered by this agreement shall sign a Union membership card and a Union dues check-off form as a Condition Of employment.
- (b) All employees covered by this agreement shall pay Union dues and initiation fees as a condition of employment. All new employees covered by this agreement will have deducted from their pay the monthly Union dues, or an equivalent sum, and shall at the completion of the probationary period, have deducted from their pay the Union initiation fee, Which will be checked off by the Company.

Section 2. Deduction of Regular Dues

- (a) During the term of this agreement and any extension or renewal thereof, the Company will deduct the regular monthly Union dues from the salaries of all employees covered by this agreement. The amount so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or By-laws or constitution of the national Union shall govern.
- (b) An employee shall be required to pay Union dues for the current month provided such employee has worked or received pay for one (1) full week in that month. If an employee does not have sufficient net earnings in the first pay period, a Union membership dues deduction will be made in the next subsequent pay period.

- (c) After receipt Of written notification from the Local Union Of alleged discrepancies in the matter Of dues deduction, the appropriate Employee Relations Department will investigate any omitted deduction and make any necessary adjustments in a succeeding month.
- (d) In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions Of the Union Constitution and By-laws, refunds to the employee will be made by the Local Union.
- (e) At the end Of each calendar month and as close to the fifth (5th) of the following month as possible, the Company shall remit by cheque the total of the deductions to the Union. The Company Will also furnish to the designated financial officer of the Local Union a list of the names of employees for whom union dues have and have not been deducted and the reason.
- (f) The Financial Secretary of the Union will notify the Company of any change in the amount of Union dues and/or initiation fees that may from time to time take place in line With Constitutional requirements. A certification in a form acceptable to the company Which changes the dues shall become effective the month following certification providing it is received by the Company on or prior to the tenth (10th) of the month.
- (g) The Union shall indemnify and hold harmless the Company against any and all liability Which may arise by reason of the deduction by the company of money as Union dues from employees' wages.
- (h) Except as otherwise specifically provided or dealt With, any dispute as to a violation or interpretation of any provision respecting check-off shall be a matter of the grievance procedure.

Section 3. Monthly Reports

The Company will furnish to the President of Local 1980 a monthly written report of accessions, terminations and transfers Of employees in the bargaining unit.

ARTICLE (5) NON-DISCRIMINATION

- (a) The Company and the Union agree that there will be no discrimination, intimidation, interference, restraint, **or** coercion exercised or practised by any of their representatives with respect to any employee **because** of race, colour, religion, age, ~~sex~~, marital status, national origin, **or** handicap. **as** defined in legislation of the Province of Ontario. or political or union affiliation.
- (b) The Company agrees that it will not discriminate against Union representatives carrying out their duties in their representative capacity **as** otherwise provided in this Agreement.
- (c) The Union agrees that they shall not conduct Union activity on the **premises** of the Company during an employee's working hours **except as** otherwise provided in this Agreement.

ARTICLE (6) STRIKES AND LOCKOUTS

- (a) The Company agrees that it will not **cause or** direct any lockout Of its employees so long **as** this agreement continues to operate.
- (b) The Union agrees that there will be no strikes, slow-dawns, sit-downs, work stoppages or suspensions of Work, either complete or partial. or any other form of concerted activity resulting in interference with the normal conduct Of the Company's business so long **as** this Agreement continues **to** operate. **However**, in the event that **such** activity should occur, the Union, acting by and through its duly designated Officials and representatives agrees to promptly make a good faith attempt to effect an orderly return to work.

ARTICLE 17) REPRESENTATION

- (a) The Union will be represented by a committee of **not more** than three (3) members, **one** (1) of whom will be the Unit President.
The Union may designate two (2) alternate committee persons. The Company will **only** recognize alternates in the **absence** of the regular committee person.

- (b) Committee Persons, in accordance with the terms of this section, during working hours and without loss of pay, may function as in this Agreement provided, as follows:
 - 1. When requested, supervisors shall, within reason, grant permission to Committee persons to leave their work for these purposes.
 - 2. The privilege of Committee persons to leave their work is subject to the understanding that the time will be devoted to the prompt handling of such matters and will not be abused.
- (c) The Union Shall notify the Company in writing from time to time of the names of the members of the Committee and Local Union Officials.
- (d) The company shall permit pursuant to the International Constitution, periodic elections of representatives and Officers of the Union on Company premises after normal working hours.
- (e) New employees shall be introduced to their committee person by the supervisor and/or Manager responsible.

ARTICLE (8) SPECIAL CONFERENCES

It is agreed that special conferences for important matters may be arranged between the Company and the Union at the request of either party. In the case of the Union, such requests shall be made by the President or the Unit chairperson as the case may be.

A National Representative of the National Union CAW may attend such meetings.

ARTICLE (9) GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is defined as a dispute or complaint arising under and during the terms of this labour agreement which involves, and is expressly limited to, the interpretation or application of specific provisions of this agreement.

Section 2. Procedure

Any employee having a grievance, as hereinabove defined, must within five (5) working days following inception of the matter giving rise thereto, unless such employee could not be aware of the matter, initially discuss the grievance on an oral basis with such employee's immediate supervisor. The employee's committee person may, if so requested, attend such oral review. The employee's immediate supervisor shall give his answer to the employee orally in an expeditious manner but in no event later than three (3) working days following conclusion of the oral discussion.

If the matter is not resolved to the Satisfaction of the employee, the grievance shall be reduced to writing on a form agreed to by the Company and the Union processed in successive steps as follows:

step 1. Within three (3) working days following receipt of the **oral answer** Of the employee's immediate supervisor, the employee or his committee person shall present the grievance in writing to the next higher **level** of supervision (normally Department Manager) or his designated representative setting forth the nature and date of complaint, and the express provisions of the agreement which is alleged to have been violated.

Within five (5) working days following receipt of the written grievance the appropriate higher level of supervision shall meet with the employee's committee person for the purpose of discussing and attempting to resolve the grievance. The appropriate higher **level** of supervision shall **give** his answer in writing within three (3) working days following conclusion of the discussion. Policy grievances as opposed to specific grievances will be initiated at Step 2 Of this procedure.

step 2. If the matter is not resolved to the satisfaction of the employee **and** the union in Step 1., they may within five (5) working days following receipt Of the Company's **answer** in Step 1., appeal the grievance to the Employee Relations Manager. Within five (5) working days following receipt Of the appeal, the Employee Relations Manager or his designated representative shall meet **with** two (2) representatives of the Union **and** if so requested, a representative of the National Union, CAW. The Employee Relations Manager **or** his designated representative, shall give the Company's answer to the **appeal** in writing, within five (5) working days following conclusion of the meeting.

step 3. Failing satisfactory adjustment at the second step, the Union may, within twenty (20) calendar days from the date Of the Employee Relations Manager or his designated representative's answer, appeal the matter to arbitration in accordance With the Arbitration Article of this Agreement.

Section 3. General Provisions

- (a) Periods of time within which any Of the acts required in this Article **are** to be performed may be extended by mutual agreement in writing by the Union and the Company.
- (b) In the event Of failure by an employee **or** the Union to appeal any grievance within the time limits provided in this Article, the grievance shall **be** considered to **have** been satisfactorily resolved **on** the basis of the Company's last answer at whichever step of the grievance procedure it may have been given, provided; however, that such failure Shall not **be** deemed to be prejudicial to the Union on any future similar grievance.

ARTICLE (10) ARBITRATION

- (a) The arbitration procedure hereinafter provided shall extend only to those issues which are herein below defined as arbitrable. In order for a grievance to be arbitrable, it must: (1) have been properly and timely processed through the grievance procedure; (2) genuinely involve the interpretation or application of a specified provision or provisions of this agreement; (3) not rest on any alleged Understanding, practice, or other matter outside the scope of this agreement; and, (4) not require the arbitrator in order to rule in favour of the party requesting arbitration, to exceed the scope of his jurisdiction under this agreement. The fact that a controversy has been handled under the grievance procedure shall not preclude either party from raising the question of arbitrability with respect to such controversy. If the question of arbitrability is raised, such question shall itself be submitted to an arbitrator, and his decision on such issue shall be final and binding. If in favour of arbitrability, the controversy shall be heard on its merits in a separate arbitration proceeding before a different arbitrator selected by the parties to this agreement.
- (b) Unless otherwise agreed by the Company and the Union, the arbitrator shall have authority to hear and adjudicate only a single grievance in a single arbitration hearing, provided; however, that this provision shall not operate to prevent the parties from agreeing to the application of a decision on a single grievance to other pending grievances involving the same facts and issues.
- (c) In the event that an arbitrable grievance is not settled satisfactorily either party may within twenty (20) calendar days from the answer of the last step of the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration. This period of time may be extended by mutual agreement in writing by the Union and the company.
- (d) **Selection of an Arbitrator:**
The parties will endeavour to agree upon a mutually satisfactory arbitrator on an ad hoc basis utilizing the facilities of Arbitration Services Limited located in Metropolitan Toronto. In the event that the Company and the Union cannot agree upon an Arbitrator within ten (10) working days, then the Minister of Labour of the Province of Ontario shall be requested to appoint an Arbitrator.
- (e) **Powers of the Arbitrator:**
The power and authority of the Arbitrator shall be limited to matters involving the interpretation or alleged violation of this Agreement. The arbitrator shall not have jurisdiction to add to, alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, it being the intent of the parties that the express and specific provisions of this Agreement shall govern the entire relationship of the Company and the Union and shall be the sole source of any and all rights or claims in which either of them may assert against the other.

(f) **Arbitrator's Decision:**

The Arbitrator shall render his decision within thirty (30) days following the hearing. Decisions of the Arbitrator shall be final and binding upon both parties.

- (g) The parties agree to share equally the expense of the Arbitrator and such other expenses as may be mutually agreed upon.

ARTICLE (11) DISCHARGE AND DISCIPLINE

When an employee is notified of a interview that may result in formal disciplinary action being taken by the Company, the employee will be notified of the right to representation. Additionally, where circumstances permit the Union will be given advance notice. In the event that the employee elects not to have a Union representative present they will be required to sign a letter of waiver. A copy of the signed waiver shall be given to the Union immediately following the interview.

- (a) The Company shall notify the Union and the employee promptly in writing upon the suspension, disciplinary lay-off or discharge of an employee. Such notice shall be provided at a reasonable time prior to the end of the shift including rights to representation prior to leaving the premises unless the circumstances are of such a nature as to make the provision of such notice impracticable and/or disruptive to harmonious labour-management relations. The question of whether or not the circumstances were of such a nature as described above may be made the Subject of a grievance and appealed to arbitration as provided for elsewhere in this Agreement.
- (b) If such employee is absent at the time the action is taken or where it was not practicable to provide notice prior to leaving the premises, the Company shall send, by registered mail, a written notice of the employee's suspension, disciplinary lay-off or discharge including the right to request representation to such employee's last home address. A copy of such written notice shall be given to the Union.
- (c) Should the discharged employee or the union consider the discharge to be improper, a grievance may, within five (5) working days be presented directly to the second step of the grievance procedure.

ARTICLE (12) SENIORITY AND COMPANY SERVICE

Section 1. Company Service Defined

Company Service: The length of unbroken service with the Company commencing with an employee's date of hire or most recent date of rehire. Company service will accumulate while an employee is on lay-off for a period of up to three (3) years.

Section 2. Seniority Definitions

- (a) Bargaining unit: The bargaining unit is as described in Article (1) Recognition.
- (b) Bargaining unit seniority:
 - 1. For lay-off and recall purposes for employees currently assigned to a bargaining unit classification, bargaining unit seniority shall be that period calculated from the employee's most recent date of hire or re-hire at the time of signing the initial collective agreement.
 - 2. For lay-off and recall purposes for employees entering/re-entering the bargaining unit subsequent to the signing of the initial Collective agreement, bargaining unit seniority shall be that period calculated from their date of entry into the bargaining unit plus time, if any, that an employee previously occupied a position that is now included in the bargaining unit.
- (c) Seniority Order: Bargaining unit seniority of employees hired to start on the same date will be determined by date of hire.
- (d) Seniority Occupational Group: A grouping of one or more classifications and/or classification series with similar or related responsibilities as listed in Appendix 'A' annexed to this Agreement.
- (e) Classification: An employee's position title as listed in Appendix 'A' annexed to this Agreement.
- (f) Classification Series: Classifications in a sequence, for example, "senior, 'A', 'B', 'C'" within an occupational group separated by responsibility level.

Section 3. Probationary Employees

Employees entering the bargaining unit shall be considered as probationary employees until they have completed ninety (90) calendar days of continuous active employment in the bargaining unit. There shall be no seniority among probationary employees. Upon completion of the probationary period such employees shall have bargaining unit seniority in accordance with Section 2 of this article. During the probationary period, the Company shall have the sole discretion to discharge, transfer or terminate the employee and such employee shall not have recourse to the grievance procedure.

Section 4. Seniority Lists

Bargaining unit seniority lists shall be recorded and maintained by the Company. The union shall be supplied with such lists not less than every twelve (12) months, or when changes warrant lists more frequently.

Section 5. Loss of Seniority

An employee shall lose all seniority and his employment shall be terminated for any of the following reasons.

- (a) If an employee voluntarily resigns from the Company.
- (b) If an employee is discharged, and is not reinstated pursuant to the provisions of this Agreement.
- (c) If an employee is absent for more than three (3) continuous working days without properly notifying the Company and giving a satisfactory reason for absence.
- (d) If an employee on lay-off fails to respond and report for work within five (5) normal working days after notice to report for work has been sent. Such notices shall be sent by registered mail to the last address on record with the Company's Employee Relations Department. Employees on lay-off must inform the Employee Relations Department of any change of address by registered mail.
- (e) If an employee is laid off for a period in excess of their bargaining unit seniority accrued at the time of lay-off up to a maximum of three (3) years.
- (f) If an employee is receiving continuous permanent total disability benefits under a group insurance policy held by the Company. If the employee ceases to be totally and permanently disabled and is re-employed, his seniority, including that which he otherwise would have acquired during the period of disability, shall be restored.
- (g) If an employee is retired under the retirement plan.
- (h) If an employee refuses recall to a classification and/or a classification series from which the employee was laid off.

Section 6. Seniority of Officers and Committee Persons

The President, Vice-president, Secretary Treasurer and Committee Persons shall, notwithstanding their position on the seniority list, in the event of a lay-off be continued at work as long as there is work being performed in their jurisdiction which they have the ability to perform and any of their respective constituents still are at work. In the event they are laid off, they shall be recalled to work after the lay-off as soon as there is work being performed in their jurisdiction which they have the ability to perform.

ARTICLE (13) LAY-OFF AND RECALL

Section 1. Definitions

For the purpose of lay-off and recall the following definitions shall apply:

(a) **Lay-off**

A reduction in the workforce as determined by management.

(b) **Recall**

Reinstatement to a classification and/or classification series from which an employee is laid off.

(c) **Notification**

Notice of lay-off given to affected employees and the Union by the Company as required by legislation.

(d) **Ability to Perform**

Sufficient knowledge and skill required of an employee to perform the job satisfactorily without training, but with reasonable familiarization and supervision.

Section 2. Lay-Off Procedure

When it becomes necessary to reduce the workforce, the Company will provide the Union advance notice of the pending actions so that objections to the procedure as outlined below may be raised prior to the implementation of any transfer or lay-off of affected employees. The successive steps will be applied as follows:

(a) Probationary employees and summer students in an affected classification will be laid off first.

(b) The Company will discontinue the use of the co-op Education program in the Engineering occupational groups listed in Appendix 'A' if seniority employees within these groups are on lay-off status. However, it is understood that Co-op students presently at work within affected seniority occupational groups will be afforded the opportunity to complete their present work term.

(c) The employee(s) in the affected classification (within the classification series) With least bargaining unit seniority will then be affected.

Such employee shall exercise seniority rights against the lowest seniority bargaining unit employee within the classification series. In no event can an employee exercise seniority rights in a higher level classification within the series.

- (d) In the event the affected employee cannot exercise seniority rights against any employee in (f) above, such employee shall exercise seniority rights in another classification and/or classification series (in the employee's occupational group) against the least senior employee in that classification.
- (e) Any employee displaced under the foregoing procedure shall also exercise the rights set forth in paragraph (c) and (d) of this lay-off procedure.
- (f) In the event an affected employee is unable to displace any employee as provided above, such employee shall be laid off; provided, however, an employee subject to lay-off under this subsection (f), may elect instead to exercise seniority against the least senior employee in reverse order of classifications previously held (on other than a temporary basis) in another occupational group. Such classification must be lateral or lower rated than the classification the employee held at the time of the reduction in force.
- (g) An employee who has exhausted bargaining unit seniority rights as outlined above, will then exercise seniority against other bargaining unit employees with less seniority. Such employee will exercise their bargaining unit seniority but will maintain a salary grade level equal to or lower than their previous position.
- (h) Under Section 2, subsection (c), (d), (e), (f) and (g); employees exercising seniority rights must have the ability to perform the work available with reasonable familiarization and supervision.

Section 3. Recall Procedure

When, at the sole discretion of the Company, it is determined that it is necessary to increase the workforce, the procedure to recall laid off employees will be applied as follows:

- (a) A recall notice will be mailed by registered letter to the last recorded address on record with the Company's Employee Relations Department, in the reverse order of lay-off. A copy of such recall notice will be supplied to the Union at the same time.
- (b) Employees shall be recalled in order of seniority to any opening in the classification or classification series from which they were laid off and which they have the ability to perform, as established at the time of lay-off.

ARTICLE (14) TRANSFER OF EMPLOYEES

Section 1. Transfers Within the Unit

The Union recognizes the right of the Company to transfer an employee from one classification to another and/or one occupational group to another. However, no employee will be moved indiscriminately and furthermore, employee's wishes in the matter will be given due consideration.

An employee who is transferred either by the Company or at such employee's own request from one classification to another and/or from one occupational group to another shall retain bargaining unit seniority. An employee so transferred shall be given reasonable familiarization and supervision.

Section 2. Transfers from Hourly LO Salary

Any employee transferred from an hourly paid position to a classification within the salaried bargaining unit subsequent to the ratification and signing of this initial collective agreement shall be credited with the salaried bargaining unit seniority from the date of entry into the bargaining unit after serving the probationary period.

Section 3. Temporary Assignments

The Company may at its discretion reassign an employee temporarily, for a period not to exceed thirty (10) calendar days, from one occupational group to another and/or from one classification to another. The thirty (30) day period may be extended in cases of peak work loads such as model changeover. When the temporary assignment is completed, the employees shall be reassigned to the previous classification held.

During such period of temporary assignment, the employee will continue to accrue seniority in his regular classification.

Section 4. Transfers to or from Excluded Jobs

(a) An employee upon the date of transfer from the bargaining unit to an excluded position not covered by this collective agreement shall continue to retain seniority earned to a maximum of three (3) years but shall cease to accumulate seniority during the period of time employed out of the bargaining unit.

(b) The Company may at its discretion return an employee to the bargaining unit providing the employee can exercise seniority rights.

Section 5. Notice to Union

The Company shall notify the union prior to the transfer of an employee in accordance with this Article 14.

Section 6. Job Posting

It is the policy of the Company to promote qualified employees to higher positions as vacancies and new openings occur. Although the Company prefers to advance present employees rather than to hire new ones, those within the organization must qualify for such advancement.

- (a) When there is an available permanent job opening (not within an in-series classification, as defined in Article 12, section 2(f), or as provided for in paragraph (b) of this section) which could provide a promotional opportunity for an existing bargaining unit member, then:
- i) The Company will post a notice on designated bulletin boards for five (5) working days. The notice will list classification, title, salary grade, organization component and other information that the Company may deem appropriate such as a brief statement of the nature of the classification and important qualifications.
 - ii) Eligible employees must apply to the Salaried Personnel Office during the posting period. An employee shall be eligible to transfer under the provisions set forth in Article 14, Section 6 not more than once within a twelve (12) month period. Co-op Students are ineligible to apply.
 - iii) In filling a job opening, the Company shall give first consideration to Bargaining Unit employees.
 - iv) Employees shall be considered for promotion on the basis of seniority, merit and ability. When factors of merit & ability are relatively equal among qualified applicants the senior applicant will be selected.
 - v) The Union will be notified in advance of the final results of the posting. Applicants interviewed and not selected will be counselled concerning their qualifications for the opening.
- b) The following openings are excluded: (1) positions being filled on a temporary basis; (2) positions utilized for the Co-op Program; (3) a job that is upgraded and the incumbent is qualified.

ARTICLE (15) LEAVES OF ABSENCE

When a leave of absence is granted by the Company under this Article, it will be without loss of bargaining unit seniority.

Section 1. UNION LEAVES

- (a) The Company shall grant a Leave of Absence to not more than one (1) employee without loss of seniority but without pay for an employee elected or appointed to the Staff of the National Union, C.A.W. for a period of two (2) years, such leave of absence will be extended yearly thereafter while the employee continues to serve as a full time Union officer upon written request of the Regional Director.

- (b) In addition and for the term Of this Collective Agreement upon five (5) normal working days notice the Company will not unreasonably deny temporary leaves of absence but Without pay for employees, not to exceed three (3) at any one time, elected or selected to attend Union functions such as conferences, conventions OR educational seminars, not exceeding two (2) weeks in duration.

Section 2. MATERNITY LEAVE

- (a) Maternity Leave of absence shall be granted Without pay and Without disability benefits, beginning eleven (11) weeks prior to the expected delivery date and continuing for a period of six (6) Weeks after actual delivery date.

The Company will provide coverage where access to OHIP and drug benefit coverage is not available through a spouse's plan.

Pursuant to the Employment Standards Act, such employees shall return to the same classification or a comparable classification without a reduction in salary provided that employee has sufficient seniority to hold such a classification in accordance with the other provisions Of the Agreement pertaining to seniority and lay-off.

- (b) The Company may grant additional *leave of absence* without *pay* and Without benefits upon written request by the employee, but in no case to extend beyond a total period Of six (6) months.
- (c) Five (5) working day's notice of intent to return to work must be given by the employee, when granted leave of absence in excess of four (4) months.

Section 3. EXTENDED LEAVES

A leave of absence not to exceed thirty (30) calendar days may be granted by the Employee Relations Department without pay. A request for such leave Of absence shall be made On forms provided by the Company. Approval Of such request for leave of absence shall not be unreasonably withheld.

Section 4. BEREAVEMENT LEAVE

The Company will grant an employee three (3) working days leave of absence with straight time pay to make arrangements and attend the funeral Of wife, husband, mother, father, daughter, son, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

Where bereavement occurs in a foreign country other than the United States, employees may be given such additional bereavement leave without pay as may be reasonably required.

Section 5. JURY DUTY/CROWN WITNESS/CITIZENSHIP

- (a) An employee who is summoned to jury duty or witness service shall be granted a leave of absence for the period designated by the court. In the event the employee is excused from such duty or service because of court adjournment, or otherwise, for one (1) or more days, such employee shall be expected to report to work and resume regular duties. Upon proof of jury duty or witness service, employees will receive their base salary for such designated leave, less any compensation received for such service.
- (b) On a one-time basis, the Company will grant up to four (4) hours leave of absence with pay for the purpose of obtaining citizenship papers. Documentary proof of the achievement of such purpose may be required.

Section 6. Personal Leave

Employees may be granted up to five (5) working days in any calendar year for justifiable personal business. Personal business days will be applied against eligibility for medical leave. There shall be no accumulation of unused Personal Leave allowance from one (1) calendar year to the next.

ARTICLE (16) HOURS OF WORK

Section 1. REGULAR HOURS

The normal hours of work shall be forty (40) per week, Monday through Friday inclusive. The normal hours per day shall be eight and one half (8 1/2) commencing between seven (7:00) a.m. and nine (9:00) a.m., finishing between three-thirty (3:30) p.m. and five-thirty (5:30) p.m. which shall include one-half (1/2) hour unpaid lunch period.

Employees required to change their present starting time will be selected (1) on a voluntary basis, and then (2) the junior Union employees.

No one shall be required to commence work at other than the times specified except in the case of overtime.

Section 2. SHIFT PREFERENCE AND PREMIUM

In the event the Company institutes an afternoon or night shift, employees employed on such shifts shall be compensated by five (5) per cent and ten (10) per cent respectively, over and above their base salary. Employees required for such shifts shall be selected (1) on a voluntary basis and then (2) the junior Union employee in the classification. Afternoon shift shall mean commencement of work between three (3:00) p.m. and five (5:00) p.m. Night shift shall mean commencement of work between eleven (11:00) p.m. and one (1:00) a.m. No one shall be required to commence work at other than the times specified, except in the case of overtime.

Section 3. OVERTIME DISTRIBUTION

Overtime shall be distributed as equitably as is possible among employees within a classification.

Section 4. OVERTIME PREMIUM

- (a) Hours worked by an employee in excess of the normal work day or normal work week shall be considered as overtime and shall be compensated for at the following premiums.
- (b) Employees shall be compensated at the rate of time and one-half (1 1/2) their base hourly rate for all hours worked in excess of eight (8) hours in any one day Monday through Friday inclusive.
- (c) Employees shall be compensated at the rate of time and one-half (1 1/2) their base hourly rate for all hours worked on Saturdays.
- (d) Employees shall be compensated at the rate of double time their base hourly rate for all hours worked on Sundays.
- (e) Employees shall be compensated at the rate of double time for all hours worked on a paid holiday in addition to their holiday pay.
- (f) When alternate days are designated in lieu of a paid holiday, such alternate day shall be compensated for all hours worked at the rate of double time such employees' hourly rate.

ARTICLE (17) VACATIONS

- (a) **Vacation Scheduling** - The vacation Season begins on July 1 of a given year and ends on June 30th of the following year. In an effort to provide for advance vacation planning, employee's will be required to submit their vacation requests, in writing, on forms provided by the Company, to their Supervisor no later than May 15th. Additionally, the union will be notified of any scheduled plant shutdowns. Vacation requests will then be consolidated by the Supervisor having regard for both operational needs, and individual preferences, and will be confirmed by June 1st.

Under normal circumstances vacation schedules will not be changed without adequate notification.
- (b) **Eligibility for Vacation** - An employee's annual vacation credits will be determined as of the first day of the current Vacation Season, based on employment status and years of continuous service on the last day of the preceding Vacation Season.

- (c) Effective for the Vacation Season commencing **July 1, 1980**, an employee shall **earn** credit towards Vacation with Pay in accordance with the following Schedule:
- | | |
|----------------------|------------------------------------------------------------------------|
| up to 1 year | 5/6 day for each month of service, up to 10 days. |
| 1 year to 5 years | 2 weeks or 4$\frac{1}{2}$, whichever is the greater |
| 5 years to 10 years | 3 weeks |
| 10 years to 20 years | 4 weeks |
| 20 years and over | 5 weeks |
- (d) Employees Will qualify for the third, fourth and fifth weeks of vacation in the current vacation season if they fulfil the credited service requirement **on or before December 31st** of that year.
- (e) An employee who has earned vacation credits under the terms of this article **and** retires, quits or is terminated, shall receive payment in lieu of vacation **due** such employee. In the **case** of death, such employee's authorized beneficiary or estate shall be entitled to such employee's payment in lieu of vacation.
- (f) **Vacation Carry-Over** - Employee's may be permitted to carry over up to a maximum of five (5) days of their current unused earned vacation to the next vacation season upon application.
- (g) **Death in Family During Vacation** - If a death occurs in an employee's family while such employee is on vacation, the vacation days shall be extended pursuant to the provisions Of Article (5), Leaves of Absence With pay.
- (h) **Payment in Lieu of Vacation**
- (1) Employees on a Leave of Absence as a result of (1) Public Political Office Leave, (2) Educational Leave of twelve (12) months or more, or (3) Maternity Leave which extends beyond the end of the current Vacation Season and precludes vacation from being taken, will receive payment in lieu of vacation for unused earned vacation at the time the leave of absence is granted. The employee will also receive payment for vacation accrued for the following Vacation Season computed in same manner as if the employee were terminating.
- (2) Employees on a Leave of Absence as a result of (1) Medical Leave, (2) Personal Leave, (3) Jury Duty, (4) Educational Leave of less than twelve (12) months, (5) Witness service, or (6) Reserve Military Leave which extends beyond the end of the current Vacation Season and precludes vacation from being taken, will receive payment in lieu of vacation for the days remaining after the application of the carry-over provision effective the last day of the Current Vacation Season.

- (i) **Illness During Vacation** - When an employee is confined to bed under a **doctor's** care for three (1) or **more** days during his Scheduled Vacation period, an extra day of vacation for each working day Of Confinement will be allowed.
- (j) **Schedule for Reinstatements from Hourly** - When an employee transfers from the Hourly Roll to the Salaried Roll, such employee is eligible for vacation during the Vacation Season Of transfer according to the vacation days earned as of the last day of the preceding vacation Season under the Hourly Vacation Plan.

ARTICLE (18) PAID HOLIDAYS

- a) The company will Observe the following as paid holidays: Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, **Labour** Day, Thanksgiving Day; and for the year **1992** December **24, 25, 28, 29, 30, 31**; for the year **1993** January 1, December **23, 24, 27, 28, 29, 30, 31**; and for the year **1994** December **23, 26, 27, 28, 29, 30**; and for the year **1995** January **2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29** and for the year **1996** January 1. Base straight time salary Shall be paid for each such holiday.
- (b) When such holiday falls on a Saturday or Sunday, the Company will authorize the Friday preceding or the Monday following as a paid non working day.
- (c) When the holiday(s) specified above falls within an employee's approved vacation period, such employee shall be given extra **day(s)** off.
- (d) Employees required to work on a holiday shall be paid the appropriate premium rate for **all** hours worked in addition to the holiday pay such employee is entitled.
- (e) Employees shall forfeit their holiday pay if **such** employees are absent from work **on** the regularly scheduled working day preceding and the regularly scheduled working day following **such** holiday unless excused by such employees supervisor.

Substantiated illness or approved leave of absence shall be accepted as legitimate reason for absence prior to or following a paid holiday provided such employee is at work **one** (1) day within a range of twenty-two (22) working days Of the declared holiday.
- (f) **Termination Before a Holiday** - An employee being terminated for any reason Other than quit, release in the best interests of Ford Electronics, or discharge will be paid for a holiday that follows the last day worked.

ARTICLE (19) ASSIGNMENT OF WORK

It is agreed that there are duties which are a part of the normal responsibilities of supervisory and excluded personnel that are substantially the same as or similar to those duties performed by bargaining unit personnel. The company agrees that assignment of such duties will not be made unreasonably, arbitrarily or capriciously so as to erode the bargaining unit covered by this agreement, or as a subterfuge or means to undermine the union.

ARTICLE (20) CONTRACTING

- (a) **Contracting Out** - It is understood that in the conduct of its business, the Company will on occasion have need to Sub-Contract some aspects of its operations. If and when the Company should contemplate sub-contracting some aspects of its Operations previously performed by its employees at the Markham facility which would result in laying off members of the bargaining unit, representatives of the Union and the Company will meet for the purpose of discussing the feasibility of having the work involved performed by members of the bargaining unit.
- (b) **Contracting In** - In those cases in which temporary help is supplied at the Markham Plant by contracting through an outside agency, such temporary help will be for a period of time not to exceed one (1) month for any work normally performed by employees in a specific job classification except for good and sufficient reason to be discussed in advance with the Union; provided however, that such temporary help will not be utilized for more than four (4) months without mutual consent. Should the Union disagree with the reason advanced for the use of temporary help beyond one (1) month, the matter can be taken under Article 9. In addition such temporary help shall not directly result in a reduction of bargaining unit personnel, also such temporary help will not be used when there are employees on lay-off who are qualified to perform the work.
- (c) Pursuant to this article the Company will discuss in advance the utilization of this article.
- (d) The Company will not subcontract or contract in as a subterfuge or means to undermine the Union.

ARTICLE (21) POSTING NOTICES

- (a) The Union may post its notices which have been approved by the Employee Relations Manager, or his designated representative, at specified places on the Company's premises.
- (b) The Company shall supply Bulletin Boards for that purpose and shall be limited to the following:
1. Notices Of recreational and social events.
 2. Notices of elections.
 3. Notices of results of elections
 4. Notices of meetings
 5. Membership correspondence from CAW National Office
- (c) The Bulletin Boards shall not be used by the Union for disseminating propaganda of any kind whatsoever and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

ARTICLE (22) SAFETY AND HEALTH

The company Shall maintain adequate sanitary arrangements, proper safety devices and eliminate any condition of employment which is a hazard to the safety or health of the employee.

A joint Union Management Safety Committee shall be established pursuant to the Ontario Occupational Health and Safety Act of 1978. The union shall name two (2) employees covered by this Agreement to such Committee. A meeting of the Committee shall be held at least once every three (3) months but not more frequently than one (1) per month to discuss matters pertaining to the Safety and health of the employees, to identify situations that may be a source of danger or hazard to employees and to make recommendations to management on health and safety matters. The Union members Of the Committee 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 Union and Company representatives of the joint Union-Management Safety Committee.

The union committee members shall be paid at regular salary for such time away from work for meetings and inspections provided for above.

A safety and health grievance may be initiated at Step 2 of the Grievance Procedure provided the matter in question has been considered and not resolved at a joint Union-Management Safety Committee meeting.

ARTICLE (23) HEALTH AND WELFARE BENEFIT PLANS

- (a) The Company Shall continue to provide for its bargaining unit employees and eligible dependents, the following Health and Welfare Benefit Plans for the term of this Agreement and any mutually agreed **upon** extensions of this Agreement at no Cost to its employees. If Provincial or Federal Legislation affects such Plans, the company agrees to maintain the levels or increased levels of Benefits at no cost to the employees.
- (b) The interpretation and administration of the plans outlined in Appendix 'E' of this agreement shall be governed by the Insurance carrier and Company policies.

ARTICLE (24) SALARY ADMINISTRATION

- (a) Every employee covered by this agreement shall be assigned to a classification and salary grade appropriate to the work in which each employee is normally and regularly **employed**. The classifications and grades in which employees shall be assigned are those listed hereto in Appendix 'B'.
- (b) Each classification in which employees may be classified shall be placed in one Of the occupied salary grades listed in Appendix 'B' for which the range of rates of bi-weekly salaries are those listed hereto in Appendix 'C' and Appendix 'D'.
- (c) **Starting Rate:** All new hires shall commence at no less than the minimum rate of the classifications' salary grade.
- (d) **Maximum Rates:** no employee will receive a rate beyond the maximum Of the salary grade for such employees, Classification. Exceptions shall be those redcircled grades and rates agreed to by the parties. However, in some instances, an employee may be hired above the maximum of the salary grade for the employees' classification.
- (e) **New Classifications:** Upon establishing a new classification not Shown in this Agreement, the company will notify the Union promptly in writing Of the new classification and the salary level assigned to it. If, within ten (10) working days of such notification, the Union has not placed an **appeal** in the manner described herein, the salary range shall be deemed acceptable to the Union.
- (f) **Promotions:** Employees promoted to a higher grade shall upon the effective date of **such** promotion, receive a salary Of no less than the minimum starting rate of the new classification, provided however that in no instance shall an employee receive a salary that is lese than that Which **was** received in the salary grade from which they were promoted.
- (g) **Demotions:** Employees demoted or downgraded as a result of a layoff, may have their salary rates decreased only if such salary rate exceeds the maximum of the grade **such** employee retains.

- (h) **Lateral Transfer:** If an employee is transferred laterally, i.e., to a job in the same grade level, such employee shall not receive a promotional increase in salary.
- (i) **Merit Increases:** During the term of this collective agreement, the Company retains and may exercise their right to grant such a merit increase.
- (j) **Adjustments:** Within thirty (30) working days of notification of ratification by the Union of this agreement adjustments will be processed by the Company.
- (k) **Salary Adjustments:**
 - i) Effective November 2, 1992 a bargaining unit employee on the active roll of the Company on the date of ratification of this agreement shall receive an increase to their base salary of 4.3%.
 - ii) Effective December 2, 1993 a bargaining unit employee on the active roll of the Company shall receive an increase to their base salary of 4.3%.
 - iii) Effective January 2, 1995 a bargaining unit employee on the active roll of the Company shall receive an increase to their **base** salary of 4.3%.
- (l) Employees will be paid on a bi-weekly basis, every second Wednesday, provided however, if a holiday should fall on a pay day, then employees will be paid on the first work day prior to the holiday.

ARTICLE (25) SCOPE OF AGREEMENT AND WAIVER OF BARGAINING

This Settlement constitutes the Agreement between the parties hereto and supersedes any and all prior agreements. It expresses the obligations of and restrictions upon the Company and the Union during its term. The Company and the Union each expressly acknowledge that the other party has no obligation or duty, and each hereby expressly waives any obligation or duty of the other party, to bargain during its term, even though such matter may not have been within the knowledge or contemplation of either party at the date of execution hereof.

This Article shall not operate to bar negotiations on those matters which the company and the Union may mutually agree to negotiate upon during the term of this Agreement.

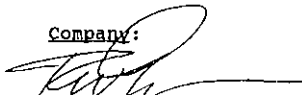
ARTICLE (26) DURATION OF AGREEMENT

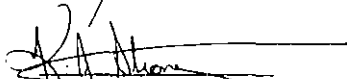
- (a) This agreement, signed this 30th day Of October, 1992 shall become effective on the 2nd day Of November, 1992 and remain in full force and effect up to and inclusive of February 1, 1996.
- (b) This agreement shall be renewed automatically from year to year **unless** either party serves written notice upon the Other party of its intention or desire to modify, amend or terminate this agreement. Such written notice shall be given not less than sixty (60) days prior to the expiration date of this agreement. If such notice is given, the agreement shall continue in full force and effect until Written notice of termination is given or until the time provisions of the Provincial or Federal legislation permit a lawful strike or lockout.
- (c) If neither party submits written notice as provided in the above, this agreement shall continue in effect from year to year thereafter subject to sixty (60) days written notice by either party to modify, amend or terminate this agreement as provided herein prior to February 1st, of any subsequent year.


FORD ELECTRONICS MANUFACTURING CORP.

THE NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL WORKERS UNION OF
CANADA AND ITS LOCAL 1980 CAW.

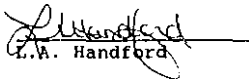
Company:


R.W. Gross

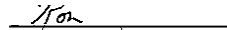

R.V. Strong

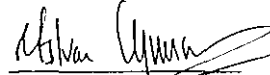

P.R. Cameron

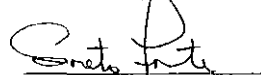

A.M. Waterston


L.H. Handford

CAW, Local 1980:


R.D. Hendrikk


V. Gunasingham


L. Porte

THE NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL WORKERS UNION OF
CANADA


H. Mervic

APPENDIX 'A'
SENIORITY OCCUPATIONAL GROUPS

GROUP 1 Clerical	GROUP 2 Programming	GROUP 3 Accounting	GROUP 4 Supply	GROUP 5 Engineering	GROUP 6 Engineering	GROUP 7 Technical
Admin. Clerk	Programmer Analyst 'A'	Accountant Sr. Accountant 'A' Accountant 'B'	Purchasing Analyst/Buyer New Model Co-ordinator Re-mig. Co-oid	Manufacturing Engineer - Specialist Electrical/Electronic Engineer Sr. Electrical/Electronic Engineer 'A' Electrical/Electronic Engineer 'B' Electrical/Electronic Engineer 'C'	Product Design Engineer Sr. Product Design Engineer 'A' Product Design Engineer 'B' Product Design Engineer 'C'	Product Designer 'A' Product Designer 'B' Product Designer 'C' Product Technician 'A' Product Technician 'B' Product Technician 'C'
Reprographic Operator	Payroll Processor	Traffic Co-oid Prod. Control Analyst Sr. Prod. Control Analyst 'A' Prod. Control Analyst 'B' Prod. Control Analyst 'C' Material Analyst Inspector Sr. Material Analyst Inspector 'A' Material Analyst Inspector 'B'	Mfg. & Shipment Scheduler	Industrial Engineer Sr. Industrial Engineer 'A' Industrial Engineer 'B' Industrial Engineer 'C'	Quality Control Engineer Sr. Quality Control Engineer 'A' Quality Control Engineer 'B' Quality Control Engineer 'C'	

SENIORS/SPECIALISTS SHALL BE ESTABLISHED BY THE
COMPANY AS REQUIRED.
Classifications deleted from the Collective Agreement dated
11/02/85, 11/02/87 and 11/02/89 are not deemed to be removed
from the Bargaining Unit but rather presently unpopulated.

**APPENDIX 'B'
CLASSIFICATIONS**

CLASSIFICATION	SALARY GRADE	CLASSIFICATION	SALARY GRADE
Cooperative Student	00	Material Analyst Expeditor 'A'	06
Summer Student	00	Accountant 'A'	06
Payroll Processor	04	Production Control Analyst 'A'	06
Administrative Clerk	04	Mechanical Engineer 'A'	07
Product Technician 'C'	04	Electrical/Electronic Engineer 'A'	07
Mechanical Engineer 'C'	05	Industrial Engineer 'A'	07
Electrical/Electronic Engineer 'C'	05	Quality Control Engineer 'A'	07
Industrial Engineer 'C'	05	Product Design Engineer 'A'	07
Quality Control Engineer 'C'	05	Product Designer 'A'	07
Product Design Engineer 'C'	05	Accountant Senior	07
Product Designer 'C'	05	Material Analyst Expeditor Senior	07
Product Technician 'B'	05	Production Control Analyst Senior	07
Material Analyst Expeditor 'B'	05	Purchasing Analyst Buyer	08
Production Control Analyst 'B'	05	Programmer Analyst 'A'	08
Accountant 'B'	05	New Model Co-ordinator	08
Mechanical Engineer 'B'	06	Manufacturing and Shipment Scheduler	08
Electrical/Electronic Engineer 'B'	06	Traffic Co-ordinator	08
Industrial Engineer 'B'	06	Re-manufacturing Co-ordinator	08
Quality Control Engineer 'B'	06	Mechanical Engineer Senior	08
Product Design Engineer 'B'	06	Electrical/Electronic Engineer senior	08
Product Designer 'B'	06	Industrial Engineer Senior	08
Product Technician 'A'	06	Quality Control Engineer Senior	08
Reprographic Operator	06	Product Design Engineer Senior	08
		Manufacturing Engineer - Specialist	08

APPENDIX 'C'
SALARY STRUCTURE - GRADES 1 TO 8

Bi-weekly Salary Structure (80 Hours) - Effective November 2, 1992

Grade	Min	Mid	Max
1	780	912	1,044
2	895	1,041	1,187
3	1,011	1,182	1,353
4	1,161	1,361	1,561
5	1,309	1,542	1,775
6	1,501	1,763	2,024
7	1,686	2,002	2,318
8	1,924	2,283	2,642

Bi-weekly Salary Structure (80 Hours) - Effective December 2, 1993

Grade	Min	Mid	Max
1	814	952	1,089
2	933	1,086	1,238
3	1,054	1,233	1,411
4	1,211	1,420	1,628
5	1,365	1,608	1,851
6	1,566	1,839	2,111
7	1,758	2,088	2,418
8	2,007	2,382	2,756

Bi-weekly Salary Structure (80 Hours) - Effective January 2, 1995

Grade	Min	Mid	Max
1	849	993	1,136
2	973	1,132	1,291
3	1,099	1,286	1,472
4	1,263	1,481	1,698
5	1,424	1,678	1,931
6	1,633	1,918	2,202
7	1,834	2,178	2,522
8	2,093	2,484	2,875

APPENDIX 'D'
CO-OP AND SUMMER STUDENT SALARY STRUCTURE

	TECHNICAL			NON-TECHNICAL		
Student Starting Work	Effective			Effective		
During 1st Academic Year	11/02/92	12/02/93	01/02/95	11/02/92	12/02/93	01/02/95
Starting Salary	981	1001	1021	883	883	883
After 1 year of service	997	1017	1037	897	897	897
After 2 years of service	1017	1037	1057	914	914	914
After 3 years of service	1042	1062	1082	937	937	937
After 4 years of service	1085	1105	1125	977	977	977
Student Starting Work						
During 2nd Academic Year	11/02/92	12/02/93	01/02/95	11/02/92	12/02/93	01/02/95
Starting Salary	990	1010	1030	892	892	892
After 1 year of service	1017	1037	1057	914	914	914
After 2 years of service	1042	1062	1082	937	937	937
After 3 years of service	1077	1097	1117	970	970	970
Student Starting Work						
During 3rd Academic Year	11/02/92	12/02/93	01/02/95	11/02/92	12/02/93	01/02/95
Starting Salary	1002	1022	1042	902	902	902
After 1 Year of service	1029	1049	1069	926	926	926
After 2 years of service	1069	1089	1109	961	961	961
Student Starting Work						
During 4th Academic Year	11/02/92	12/02/93	01/02/95	11/02/92	12/02/93	01/02/95
Starting Salary	1028	1048	1068	925	925	925
After 1 year of service	1058	1078	1098	953	953	953

Co-ops at work at the time of a negotiated increase will receive the increase on the effective date. Students who return to work after the date of an increase will receive the increase on their 1st day of work.

* 81-weekly salary based on 80.0 hours

APPENDIX 'E'
EMPLOYEE BENEFIT PLANS

The sole intent and purpose of this Appendix is to provide a brief overview of various benefit and benefit plans negotiated as part of the Collective Bargaining Agreement between the parties. It is further understood and mutually agreed that the interpretation and administration of the plans outlined in this Appendix shall be governed by the Insurance carriers and Company policies. Benefits, coverages, limitations, and exclusions are described in the certificates of insurance and plan documents.

1. HEALTH INSURANCE PLANS:

ELIGIBILITY - 1st day of the month following completion of the 90 calendar day probationary period.

DEPENDENTS - Eligible dependents include spouse and unmarried children under **age 23** of an eligible employee. Children must be dependent on the employee for their support and not employed full time. Children who are full time students, unmarried and dependent on the eligible employee for their support will be eligible until they reach age 25.

EARLY RETIREES - Regular early retirees receiving a benefit under the FEMCO pension Plan and their eligible dependents are covered under the prescription drug portion of the Major Medical Plan until the retiree reaches age 65.

a) Major Medical

Annual Deductible - An annual deductible of \$25.00 shall first be paid by the employee. The plan pays remaining eligible expenses up to a lifetime maximum of \$10,000 for any one person with restoration as provided by the plan.

Plan Features - Employees and their eligible dependents are covered for reasonable medical expense incurred in connection with bodily injury or sickness; the employee or an employee's wife is covered for pregnancy (including miscarriage and tubal ligation). Examples of covered items as described in the Insurance Plan, based on the recommendation and approval of the attending physician, include: partial private room coverage, nursing care, prescription drugs (including oral contraceptives), medical supplies, initial emergency transportation and charges incurred due to emergency and non-elective reasons while travelling outside of Canada.

NOTE: * The major medical benefit covers the portions of the above expenses that are not furnished under governmental or Corporation supported plans, e.g., OHIP, Worker's compensation, etc..

b) Hospital benefits (semi-private room & board expense)

If an employee or eligible dependent occupy a semi-private room, the Plan will pay the difference between the hospital's usual charge for semi-private accommodations and the amount allowed for such charge under the Ontario Health Insurance Plan (OHIP).

There will be a semi-private room Supplement for accommodations occupied in hospitals or special units for the chronically ill, in tuberculosis sanatoria or mental hospitals of 100 days at \$10/day for individuals under 65 years of age.

c) Vision Care

Once every 24 months employees and eligible dependents are eligible for a reimbursement benefit of up to \$25.00 for frames, \$20.00 for single lenses, \$30.00 for bifocal lenses, \$40.00 for trifocal lenses, \$35.00 for cosmetic contact lenses and \$100.00 for medically necessary contact lenses for employees and eligible dependents.

2. EMERGENCY TRAVEL ASSISTANCE:

Employees are issued an out of country emergency medical insurance card. In the event of a medical emergency involving an employee or covered dependent, world-wide communication access is available for assistance in obtaining and paying for medical treatment, emergency transportation and certain related living expenses as described in the Plan.

3. DENTAL/ORTHODONTIC PLAN:

ELIGIBILITY - 1st day of the month following the completion of the 90 calendar day probationary period.

a) Dental Plan

- i) Dependents - Eligible dependents include spouse and unmarried children under age 21 of an eligible employee. children must be dependent on the employee for their support and not employed full time.
- ii) Benefit Payment - Based on 1993 Ontario Dental Association (ODA) schedule of fees for 1991; 1994 ODA schedule for 1994; and 1995 ODA Schedule for 1995. Maximum payment \$1,400.00 per calendar year per each eligible employee, spouse and dependent.

- iii) Plan features
 - Routine Care - 100% Company Paid (ie: examinations, cleanings, xrays, extractions, fillings, etc.)
 - Major Care, 50/50 CO-pay (ie: crowns, bridgework etc.)
- b) orthodontic Plan
 - i) Dependents - Eligible dependents include spouse and unmarried children up to the age Of 21 of an eligible employee.
 - ii) Benefit Payment - 50/50 Co-pay (eg. billed for treatment \$2,800.00, company pays \$1,400.00, employee pays \$1,400.00), Lifetime maximum of \$1,400.00 per each employee and each eligible dependent.

4. LIFE INSURANCE PLAN:

ELIGIBILITY - 1st day Of the month following completion Of the 90 calendar day probationary period.

a) Basic Life

Life Insurance Benefits until 65 is an amount equal to two (2) times your annual base salary in the event Of death from any cause.

b) Accidental Death and Dismemberment

If your death is accidental, an additional two (2) times annual base salary is payable. (A total, including Life Insurance, of four (4) times annual base salary). Deaths from disease, suicide, war, ptomaine or bacterial infection are not considered accidental. Benefits up to two (2) times annual base salary are also provided for accidental loss of one (1) or more hands, feet or eyes.

c) Life Insurance After The Month You Attain Age 65

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

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

5. MEDICAL LEAVE/ACCIDENT & SICKNESS BENEFITS (A&S):

a) Medical Leave - Regular Salaried Employees

Eligibility/Benefit Payment -

- i) With less than one (1) year of company service an employee shall be eligible for (10) working days at full pay.
- ii) In any calendar year, employees with one (1) or more years of company service will be eligible for a maximum medical leave benefit of twenty one (21) days at full pay and forty two (42) working days at one third (1/3) pay.

Notes: • Medical leave days will be reduced by any **Personal Leave** days taken during the calendar year (with a maximum of up to five (5) days granted for justifiable personal business during any calendar year).
 * There shall be no accumulation of "unused" leave allowance from one calendar year to the next.

b) Accident & Sickness Benefits (A&S)

Eligibility • Benefits begin after an eligible employee has exhausted the full 21 days of medical leave pay and continue **as long as** the employee remains totally disabled, up to 260 weeks (five years), length of service or age 65, whichever is less. (For purposes of A & S benefits, employees with less than six (6) months service are considered as having six (6) months service).

Benefit Payment • The amount of the benefit is sixty-six and two thirds (66 2/3%) percent of your base salary for the first seventy five (75) working days and then reduces to fifty (50) percent for the remaining period of total disability, up to the plan maximum duration.

Combined Medical Leave/Accident and Sickness benefits -

	100%	100%		
Medical Leave	33 1/3% Medical Leave	66 2/3%		
	66 2/3% A & S Benefits	A & S Benefits	50%	A & S Benefits
first 21 days	next 42 days	next 33 days		remainder of 260 weeks
<div style="border-top: 1px solid black; width: 100%; margin-top: 5px;"></div> Maximum 260 weeks				

Note: * For periods of disability (including disabilities due to miscarriage or tubal ligation). Accident and Sickness benefits may be payable.

6. LONG TERM DISABILITY PLAN:

- Eligibility - Begins after the expiration Of Accident and Sickness Benefits and during a continuous period Of disability when an employee is totally disabled and therefore unable to be gainfully employed by reason Of the disability.
- Benefit
- The monthly benefit is equivalent to 50% of base salary on last day worked when integrated with Canada Pension Benefits and Worker's Compensation Benefits.
 - Maximum benefit cannot exceed 60% of your base salary, including benefits from Other Company-sponsored plans. Canada Pension Plan and Worker's Compensation.
- Notes:
- Extended Disability Benefits to an eligible applicant shall be for the period commencing on the exhaustion Of A & S and not beyond the earlier of:
 - Equal to length Of Company service on the last day worked (less the duration of A & S benefits).
 - Eligibility to Company Retirement Plan benefits.

7. PENSION PLAN:

FUTURE SERVICE BENEFITS FOR SERVICE AFTER JULY 1, 1975

Non-Contributory Pension

ELIGIBILITY - 1st day of the month following one (1) complete month of employment.

BENEFIT - Each member will receive at normal or postponed retirement an annual pension of \$336.00 for each year Of service with the Corporation after July 1st, 1975, payable to employees who retire after January 1st, 1993 in the form of a life annuity.

Each member will receive at normal or postponed retirement an annual pension of \$340.00 for each year of service with the Corporation after July 1st, 1975, payable to employees who retire after January 1st, 1994 in the form Of a life annuity.

Each member will receive at normal or postponed retirement an annual pension of \$360.00 for each year of service with the corporation after July 1st, 1975, payable to employees Who retire after January 1st, 1995 in the form of a life annuity.

Regular Early Retirement

A member who has ten (10) years Of service with the Company may elect to retire at any time following the attainment of age 60. In such case the member will receive a reduced retirement income which will be the actuarial equivalent of the retirement income payable at normal retirement based upon age and service at the time of retirement.

A member who has thirty (30) years Of service With the Company may elect to retire at any time following the attainment Of age 60 With an unreduced benefit based upon age and service at the time of retirement.

- Notes:**
- Benefits will be prorated for fractional years of service.
 - Upon request an employee may elect to have a designated union representative review his/her pension benefit calculation for the purpose Of verifying the accuracy of the benefit.

Letter #1

January 19th. 1988

Ms. C. Phillips
National Representative
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada, C.A.W.,
205 Placer court,
WILLOWDALE, Ontario
M2H 3H9

Dear Ms. Phillips:

SUBJECT: SEPARATION ALLOWANCE

Regular salaried employees with six (6) or more months of **continuous** Company service may be eligible for separation allowance **when** laid-off, or released at the company's option or under mutually satisfactory conditions. An employee retired under the Company Pension Plan at age 55 and **over is not** eligible for separation allowance payments.

An employee is not eligible for separation allowance if they decline other work **as** defined by Article (13) Lay-off and Recall.

Schedule of amounts Of separation allowance is **as** follows:

Less than six (6) months	-	0
six months to 1 year	-	1 week base salary
1 year	-	2 weeks base salary

plus one week's base salary for every additional full year of service up to **a maximum** of twenty five (25) weeks.

separation allowance payments will be paid bi-weekly.

Separation allowance payments will be discontinued if re-employed.

The above is **a** brief outline of main points and is for your general information. The detailed provisions of the Company Policy will **govern** in all instances.

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

J. Stechly,
Industrial Relations Manager

LETTER #2

June 3rd, 1976.

Mr. J. Maloney,
International Representative,
International Union, United Automobile
Aerospace and Agricultural Implement
Workers Of America. U.A.W..
205 Placer court,
WILLOWDALE, Ontario.
M2H 3H9

Dear Mr. Maloney;

Subject: BENEFITS AT EMPLOYEES' COST

The Company will continue to make available to Bargaining Unit Salaried Employees the following benefits at the employees' cost.

1. Contributory Pension
For detail refer to the Registered Text.
2. Personal Accident Insurance Plan.
For detail refer to Plan Brochure.
3. optional Life Insurance plan.
Far detail refer to Plan Brochure.

The interpretation and administration Of the plans outlined in this article and/or brief Outlines included in this agreement shall be subject to the Insurance Carrier and company policies.

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

R. F. Suter,
Industrial Relations Manager

LETTER #3

December 2nd. 1985

Ms. C. Phillips
Representative
United Automobile Aerospace and Agricultural
Implement Workers of Canada, C.A.W.,
205 Placer Court,
WILLOWDALE, Ontario.
M2H 3H9

Dear Ms. Phillips:

Subject: TUITION REFUND PLAN

A Tuition Refund Plan is available for regular full time employees of Ford Electronics Manufacturing Corp.

Under the plan, the company refunds tuition fees **up to seven hundred and fifty (\$750.) per** calendar year.

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

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

J. Stechly
Industrial Relations Manager

LETTER #4

December 2nd. 1985

Ms. C. Phillips,
Representative,
United Automobile Aerospace and Agricultural
Implement Workers of America. U.A.W.,
205 Placer Court,
WILLOWDALE, Ontario.
M2H 3H9

Dear Ms. Phillips:

SUBJECT: "A" PLAN

Ford Motor Company of Canada Limited, as a matter of courtesy, presently extends the Vehicle and Tractor & Implement Purchase Plan ("A" Plan) in effect for the employees of Ford of Canada to salaried employees of Ford Electronics Manufacturing Corp. The Company will continue to administer said "A" plan to include all eligible employees who are covered by the Collective Agreement (Local 1980) in accordance with the provisions which may from time to time be required by the Ford Motor Company of Canada Limited. The Company cannot guarantee that this Plan will not be modified or withdrawn by Ford Motor Company of Canada Limited.

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP

J. Stechly,
Industrial Relations Manager

LETTER #5

November 27, 1979.

Mr. R. Smith,
President, Local 1980,
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, (U.A.W.) 205 Placer Court,
WILLOWDALE, Ontario
M2H 3H9

Dear Mr. Smith:

SUBJECT: CAW OFFICE FACILITY

During current negotiations the parties discussed **your** request for a **conference** area **for** your part time **use** in the **performance of** your duties **as** Chairman of the Local 1980 Negotiating Committee. The Company did undertake that, following negotiations. it will identify **an** area suitable for such purpose.

This Privilege will be continued so long as such space is available, having regard to the operating needs of the Company and so long as the privilege is not abused.

Yours very truly,
FORD ELECTRONICS MANUFACTURING CORP.

F. E. Tack,
Industrial Relations Manager

LETTER #6

October 29, 1992

Mr. R. Hendrixx
President, Local 1980
National Automobile Aerospace and Agricultural
Implement Workers of Canada, CAW
205 Placer Court,
Willowdale, Ontario
M2H 3H9

Dear Mr. Hendrixx,

SUBJECT: P.E.L. TRUST

During these negotiations the Company agreed to Contribute the sum of \$3,000.00 to the CAW Leadership Training Program (PEL Trust Fund) providing that the contribution continues to be a tax deduction for the Company. The payments will be made in three (3) equal installments of \$1,000.00 on the following dates: **02/01/93**, 02/01/94, 02/01/95.

The Union will co-operate fully in providing the Company with all documents regarding The C.A.W. Leadership Training Program (P.E.L. Trust) **as** it may require in order to secure the aforementioned Income **Tax** deductions.

It is understood and agreed that the portion of the P.E.L. Trust Fund represented by the Company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the Company who attend sessions of the labour education program. Annually the Union will provide the Company with **an** audited statement prepared by an independent public accounting firm certifying that **all** expenditures made from the P.E.L. Trust Fund **were** made in accordance with the intent and purposes of the Trust Fund dated January 3, 1979.

An educational leave of absence for participation in the Union's program will be granted by the company in accordance with the provisions of the collective agreement to seniority employees designated by the Canadian Director of the National Union to the Employee Relations Manager for the Company on four (4) weeks' advance written notice specifying the employee's name **and** dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the Company's plants.

Employees granted such leaves will be excused from work without pay for up to twenty (20) days of class time, plus travel time where necessary, said leaves of absence to be intermittent **over** a twelve (12) month period from the first day of leave during the term of the 1992 **agreement**

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

R.W. Gross
Employee Relations Manager

LETTER #7

October 23rd, 1992

Mr. R. Hendrikx
President. Local 1980
National Automobile Aerospace and Agricultural
Implement Workers of Canada, CAW
205 Placer Court,
Willowdale, Ontario
M2H 3H9

Dear Mr. Hendrikx,

SUBJECT: HOURS OF WORK

During these negotiations, the Company and the Union agreed to recognize the standard work hours as forty (40) hours per week and subsequently deleted any reference to the thirty-seven and one half (37 1/2) hour work week from the Collective Agreement. It was agreed that the employees currently working thirty-seven and one half (37 1/2) hours per week as of this date will be permitted to remain on this work schedule for the duration of their employment or until such time that they initiate a change in their hours of work to a forty (40) hour work week.

Yours truly,
Ford Electronics Mfg. Corp.

R.W. Gross
Employee Relations Manager

LETTER #3

October 23rd, 1992

Mr. R. Hendrikx
President, **Local 1980**
National Automobile **Aerospace** and Agricultural
Implement Workers of Canada, CAW
203 Placer Court,
Willowdale, Ontario
M2H 3H9

Dear Mr. Hendrikx,

SUBJECT: Article 13, Section 2 - Layoff Procedure

The following is to clarify the practice that the Company intends to follow in the event of a reduction in force:

The Company will repatriate or reassign to work outside the bargaining unit, foreign service employees performing work within the bargaining unit Classification affected by the reduction in force, prior to laying off bargaining unit employees in that classification. For purposes of this letter, bargaining unit classifications and reduction will be defined in accordance with Article 13, section 2.

Additionally, it is understood that probationary employees and summer students will be laid Off prior to foreign service employees.

Yours truly,
Ford Electronics Mfg. Corp

R.W. Gross
Employee Relations Manager

Letter #9

November 27, 1979

Mr. J. Maloney,
International Representative,
International Union, United Automobile
Aerospace and Agricultural Implement
Workers of America. U.A.W.,
205 Placer court.
WILLOWDALE, Ontario.
M2H 3H9

Dear Mr. Maloney:

SUBJECT: PRACTICES - TRAVEL TIME & CALL IN

During the course of these negotiations, the Company advised the Union ~~that~~ it will continue to apply to employees in the bargaining unit current practices, as discussed during these negotiations concerning (a) travel time while on company business, and (b) employees "called in" to work on overtime.

Yours truly,
FORD ELECTRONICS MANUFACTURING CORP.

F. E. Tack,
Industrial Relations Manager

LETTER #10

October 29, 1992

Mr. R. Hendrikx
President, Local 1980
National Automobile Aerospace and Agricultural
Implement **Workers of Canada, CAW**
205 Placer Court,
Willowdale, Ontario
M2H 3H9

Dear Mr. Hendrikx,

SUBJECT: Summer Students, Exemption from Benefits

During these negotiations, the company and the Union agreed that employees classified **as** Summer Students, Salary **Grade 00**, would **not** be enrolled **in** any of **the** Employee Benefit Programs unless they are employed **for** a continuous period in **excess** of five (5) months.

Yours truly,
Ford Electronics Mfg. Corp.

R.W. Gross
Employee Relations Manager

January 1993

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December 1996						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				