

Agreement

between

**Ford Motor Company
of Canada, Limited**



and

**National Union, C.A.W.
and its Local 240**

**CAW  TCA
CANADA**

October 18, 1993

WINDSOR

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

BETWEEN:

**FORD MOTOR COMPANY OF CANADA, LIMITED,
hereinafter called the “company”**

-and-

**NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA (CAW-CANADA) and its
local 240 hereinafter called the “union”**

WITNESSETH:

ARTICLE 1 RECOGNITION

The company recognizes the union for the duration of this agreement as the exclusive bargaining agent on behalf of the employees of the company in the bargaining unit described as follows:

1.01 All employees of office departments in the company's offices at Windsor, together with salaried employees **performing** office operations in the plants at Windsor, except the following:

(a) All employees falling within the bargaining unit represented by Local 200 C.A. W. as **its** bargaining agent;

(b) All members of management;

(c) The confidential secretary **to** department managers and above;

(d) Draftsmen;

(e) Qualified engineers doing engineering **work**;

(f) Qualified members of the legal profession doing legal work;

(g) Employees employed in **a** confidential capacity in matters relating to labour relations;

(h) All employees of the employee relations departments;

(i) All employees employed in manufacturing engineering departments;

(j) Employees of the plant employee relations departments;

(k) Confidential clerks working exclusively for members of plant management at the superintendent level and above;

(l) Employees employed in a confidential capacity in matters relating **to** financial operations. Without limiting the generality of the foregoing, examples of such employees **are**: financial analysts, cost analysts, accountants, budget analysts, pricing co-ordinators, budget administrators, administrative co-ordinators, **methods** and systems analysts, electronic computer programmers.

1.02

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

(b) Notwithstanding the provisions of section 1.02(a) persons classified as chemical technicians, metallurgical technicians, metrology technicians, or test technicians, shall be included in the bargaining unit defined in section 1.01.

1.03 In the event of a dispute arising between the company and the union with respect to the exclusion of a person under the provisions of this article, the question shall be referred as an appeal to an umpire at step three of the general grievance procedure.

ARTICLE 2

RESERVATIONSTO MANAGEMENT

2.01 The union recognizes the right of the company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employee, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. Any proposed promotion (excepting promotions to supervisory positions) or demotion will be first discussed with the committee person in the jurisdiction concerned. Any change in rules and regulations to be observed by employees shall be negotiated by the parties.

2.02 The union further recognizes the right of the company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In addition, the location of plants, the products to be manufactured, the schedules of production, the methods,

processes and means of manufacturing and office operations, are solely the responsibility of the company.

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

ARTICLE 3

MODIFIED UNION SHOP AND CHECK-OFF OF UNION

3.01 All employees within the bargaining unit defined in article 1 who are members of the union as at the date of this agreement or who are hired by the company as members of the union shall be required to continue to be members of the union as a condition of employment with the company.

3.02 Any employee within the bargaining unit defined in article 1 who is hired subsequent to the date of this agreement shall become a member of the union within 30 days of his/her hiring and will be required to continue to be a member of the union as a condition of his/her employment.

3.03 In the case of members of the union, the company will deduct from the first pay period in each calendar month the amount of the dues and other assessments as provided by the constitution of the union.

3.04 In the case of any employee within the bargaining unit defined in article 1 who is not a member of the union, the company will deduct from the first pay period in each calendar month the monthly dues for general union purposes as provided by the constitution of the union. It shall be a condition of remaining in the employment of the company that the employee authorize the company to make such deductions.

3.05 All sums deducted as above shall be a part of those from whose pay deductions have been made and the amount deducted shall be remitted to the union by the company to the financial secretary of the union. The amount shall be held in trust for the union.

3.06

3.06 The recording in the books of the company of the amounts ~~so~~ deducted shall constitute such amounts as moneys held by the company in trust for the union.

3.07 The company will notify the Trustee under the Supplemental Unemployment Benefit Plan to deduct as provided in the Plan from each employee's Regular Supplemental Unemployment Benefits

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

(b) the monthly dues for general union purposes ~~as~~ authorized by the constitution of the union for each employee who is not a member of the union, provided that at the time of such deduction thew is in the possession of the company a subsisting written assignment, executed by the employee. In the case of each employee hired after January 1, 1977, and for any employee in employment prior to January 1, 1977 who is laid off after January 1, 1977 and authorizes the deduction ~~of~~ dues from his/her regular Supplemental Unemployment Benefits, the authorization shall be in the form attached ~~as~~ appendix 'C'. The company will further notify the Trustee to make the deductions from the Regular Supplemental Unemployment Benefits for weeks ending in the calendar month in a manner ~~agreed~~ upon with the union.

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

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

ARTICLE 4

UNION ACTIVITIES

4.01 The union and members of the union shall not ~~on~~ company time conduct union activities except ~~as~~ in this

4.01 - continued

agreement expressly provided, nor shall union meetings of any kind be held at any time on the company's premises without the prior written consent of the company.

4.02 The company will provide for the use of the union bulletin boards located by the company in its offices and it is agreed that the use by the union of such bulletin boards shall be restricted to notices of the following types:

- (a) notices of union recreational and social affairs;
- (b) notices of union elections, appointments and results of elections;
- (c) notices of union meetings;
- (d) notices respecting receipts of union dues for income tax purposes;
- (e) credit union notices;
- (f) notices of general interest to the membership of Local 240. (It is understood and agreed that authorization to post notices in this category may be rescinded by the company if, in the opinion of the employee relations manager or his/her nominee, the types of notices being posted are inappropriate.)

ARTICLE 5

MISCELLANEOUS

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

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

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

ARTICLE 6

NO STRIKE OR LOCKOUT

6.01 The union will not cause or permit its members to cause, nor will any member of the union take part in any sit-down, stay-in or slow-down in the offices of the company, or any curtailment of work or restriction of or interference with production of the company. The union will not cause or permit its members to cause, nor will any member of the union take part in any strike or stoppage of any operations of the company or picket any of the plants or premises of the company until all of the grievance procedure outlined in this agreement shall have been exhausted and not even then unless authorized by the national executive board of the National Union, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada), (hereinafter called the "national union") and a copy of such authorization shall have **been** delivered to the company.

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

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

6.04 In the event of violation of this article by employees who are excluded from the bargaining unit defined in article I, the company agrees to discipline such employees in the same manner and to same extent as the company disciplines employees within the bargaining unit who may violate this article.

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

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

ARTICLE 7

ACCESS DURING DISPUTES

7.01 In the event of a dispute between the company and employees, the union agrees that it will at all times during the currency of any collective bargaining agreement ensure that employees employed in any power house, boiler house, transformer station, or any substation of the company shall be permitted free and unobstructed entrance into and exit from the premises and plants of the company in order that such employees may at all times be enabled to perform the regular duties to which they are assigned therein.

7.02 In the event of the occurrence of a dispute between the company and employees, the union agrees that it will ensure that employees required for urgent maintenance repairs to the company's plants will be permitted free and unobstructed entrance into and exit from such plants and that the company's plant supervision, office supervision, plant protection staff and office staff excluded from the bargaining unit as defined in article 1 shall be allowed free and unobstructed entrance into and exit from the company premises and offices. Provided that if at any time during such dispute the company attempts to have employees do the work generally performed by employees in the bargaining unit as defined in article 1 thereupon the union no longer shall be bound by the provisions of this article.

ARTICLE 8

REPRESENTATION

8.01 The appointment by the union and the recognition by the company of each committeeperson and of the chairperson of the negotiating committee, except as otherwise specifically provided in the case of the chairperson, shall be conditional upon his/her being an employee having regular company duties to perform and having at least 12 months' seniority with the company.

8.02 The union may appoint and the company shall recognize 4 committeepersons and a chairperson of the negotiating committee.

Should the number of employees in the bargaining unit be 100 or less the company will recognize 2 committeepersons and a chairperson.

8.03 (a) The union may appoint and the company shall recognize a negotiating committee not to exceed 5 members, consisting of the 4 committeepersons and the chairperson of the negotiating committee.

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

(c) The president of the union or his/her nominee shall be an ex-officio member of the negotiating committee provided that, to be an ex-officio member, he/she must be an employee of the company and also provided that he/she shall not be paid by the company while attending meetings of the negotiating committee.

8.04 (a) The appropriate allocation of committeepersons to their respective jurisdictions shall be the responsibility of the union.

(b) Each committeeperson shall be allocated as provided in section 8.04(a) to represent a designated group of employees (hereinafter referred to as his/her "jurisdiction"). Such allocation shall be described from time to time in appendix 'A',

8.05 Each committeeperson shall, with the consent of his/her department manager, be permitted to leave his/her regular company duties for a reasonable length of time to function as a committeeperson as in this agreement provided. Prior to functioning as a committeeperson in a department other than that in which he/she is employed, he/she shall first report to the department manager of that department, provided that if the department manager is not

8.05 - continued

available he/she shall report to any supervisor in the department. Absence from his/her regular company duties for the purpose of functioning as a committeeperson as in this agreement provided shall not exceed 10 hours Monday through Friday, inclusive, with a maximum of 4 hours in any one working day. In the event a committeeperson is continued at work on a Saturday, the above-mentioned absence on that day shall not exceed 1 hour; provided that a maximum of one hour of time, if unused by a committeeperson Monday through Friday, inclusive, may be added to the one hour allowed for Saturday.

8.06 The chairperson of the negotiating committee will be permitted full time to function as chairperson as in this agreement provided. He/she will be assigned to a regular 8-hour shift in the office and he/she will work the hours of that shift whenever employees in the bargaining unit are scheduled to work such shift. In addition he/she will be entitled to be at work whenever employees of the shift to which he/she is assigned are required to work overtime on such shift. He/she will be responsible to the employee relations manager, or his/her nominee.

In the event the number of employees in the bargaining unit is 100 or less, the chairperson of the negotiating committee will be permitted 4 hours in any one working day to function as provided.

8.07 The consent of the department manager to a committeeperson who has been recognized by the company as provided in this article leaving his/her regular company duties to function as a committeeperson as in this agreement provided, shall not be unreasonably withheld.

8.08 A committeeperson upon obtaining the consent of his/her department manager shall punch 'out' on his/her special clock card provided for that purpose, and upon returning to his/her regular company duties shall punch 'in' on that card.

8.09 Upon request of a committeeperson the company shall review the volume of work required of such employee, taking into consideration the time he/she is permitted

to leave his/her regular company duties under the provisions of this agreement. If, on such review, the company considers that an adjustment of the volume of work required of such employee is necessary, the volume shall be adjusted by the company accordingly:

8.10 (a) An employee when elected to any of the following named offices of the union: president, vice president, recording secretary, financial secretary, treasurer, guide, sergeant at arms, trustee, Ford unit chairperson, Ford unit recording secretary, shall not, so long as such employee retains said office, be required by the company to work on a shift of which the regular quitting time is later than 6:00 p.m. The foregoing provisions shall also apply to committee persons and the chairperson of the negotiating committee.

(b) The company agrees to make available a conference room equipped with a desk; telephone and 2 filing cabinets, each with 3 drawers, equipped with locks for the use of the employee who is the chairperson of the negotiating committee.

8.11 The union shall notify the company in writing from time to time of:

(a) the names of the chairperson of the negotiating committee, of the committee persons and of the members of the negotiating committee, the respective effective dates of their appointments and the names, if any, of those former members whom they may be replacing;

(b) the names of the employees elected to the offices enumerated in section 8.10, the respective dates of their election, and the names of the former officers whom they may be replacing.

8.12 (a) Wherever the term "department manager" is used in this agreement it shall be deemed to include a nominee of the department manager concerned.

(b) The company shall notify the union in writing of the person from time to time carrying out the functions of "employee relations manager", as designated in this agreement.

ARTICLE 9

GENERAL GRIEVANCE PROCEDURE

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

9.02 (a) If an employee is a member of the union, the consent of the union must be obtained prior to the initial presentation of any grievance or to the filing of each appeal to the next step in the grievance procedure.

(b) If an employee is not a member of the union, then any step in the grievance procedure hereinafter set out may be taken by him/her directly with the appropriate representative of management or through his/her committeeperson or **the** chairperson of the negotiating committee.

9.03 The decision of management at each step of the grievance procedure will be delivered to the appropriate representative of the union if the grievance has been lodged through representatives of the union or directly to the employee concerned if under the provisions of section **9.02(b)** he/she has lodged the grievance personally.

9.04 (a) Any employee having a grievance, including a grievance respecting his/her salary, may present it in writing to his/her department manager on forms to be supplied by the company on request of the employee or his/her committeeperson, without inquiry on the part of the company as to why such form is requested by or on behalf of the employee. The department manager shall deal with the grievance and shall deliver his/her decision in writing, whenever practicable, not later than the second regular working day next following the day upon which he/she receives the grievance. (Step one)

(b) The company may, however, at its discretion decline to consider any grievance which is lodged more

9.04 - continued

than 10 working days after the cause of the grievance should have become known to the employee.

9.05 (a) If the decision of the department manager be not satisfactory to the employee concerned, an appeal therefrom may be lodged in writing and signed by the employee with the employee relations manager within 3 regular working days of delivery of the decision.

(b) Thereupon if the appeal has been lodged through the chairperson of the negotiating committee, the appeal shall be placed upon an agenda for consideration at the conference next following between the employee relations manager and the negotiating committee. A conference shall be arranged not more often than once per calendar week between the employee relations manager and such committee for the consideration of appeals so appearing on the agenda for that conference, providing there is an agenda. The agenda, if any, shall be supplied by the union to the employee relations manager at least 24 hours before the conference at which the appeals listed thereon are to be discussed.

(c) Management's decision on appeals taken up at a conference shall be in writing and shall be delivered to the chairperson of the negotiating committee not later than the third regular working day next following the day upon which the conference is held. (Step two)

(d) If the appeal from the decision of the department manager has been lodged by the employee independently of the negotiating committee, then the employee relations manager shall deal with the appeal and deliver his/her decision in writing to the employee concerned not later than the third regular working day next following the day upon which the appeal to the employee relations manager was lodged.

9.06 In respect to all grievances other than those dealing with an employee's individual salary, the following procedure shall apply:

(a) If management's decision is not satisfactory to the employee concerned, written notice of appeal signed

by the employee may be served **on** the employee relations manager within 4 regular working days of the delivery of the decision appealing therefrom to **an** umpire. (Step three)

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

If at any time either party desires to terminate the service of the umpire, it shall give notice in writing to that effect, specifying the date of termination, and sending one copy to the umpire and one copy to the other party.

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

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

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

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

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

9.08 The decision of the umpire shall be final and binding.

9.09 The umpire shall not alter, add to, subtract from, modify or amend any part of this agreement. This shall not prevent him/her from setting aside or modifying a penalty which he/she considers to be unjust or unreasonable.

9.10 Subject to any law or any regulation having the force of law, scales of salaries and classifications may be the subject of a supplementary agreement and unless otherwise provided therein, the umpire hereunder shall have no jurisdiction in relation to such scales and classifications, but this shall not affect his/her jurisdiction over the matter of the application to any employee of such classifications as may from time to time be in effect.

9.11 The expense of the umpire, if any, shall be borne in equal shares by the company and the union, or, if a grievance has been appealed to the umpire by an employee who is not a member of the union without the consent of the union, such expense shall be borne in equal shares by the company and the employee concerned. The shares shall be paid directly to the umpire by each.

9.12 An employee appearing before the umpire on the hearing of his/her appeal shall, if his/her grievance is sustained by the umpire, be paid by the company at his/her regular rate for such time so expended by him/her at the hearing as may be certified by the umpire to have been reasonably necessary for the purpose of such hearing, provided this shall not be construed as obligating the company so to pay employees concerned in a group grievance, save to the number of such employees whose evidence given at the hearing the parties agree is essential to the proper hearing of the appeal.

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

9.14 The union shall be notified in writing by the company of any grievance taken up by an employee in the bargaining unit directly with his/her department manager or other relevant representative of management and also of the decision of management thereon.

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

9.16 The grievance procedure hereinbefore prescribed shall apply to a grievance lodged by a group of employees, save that an appeal on a group grievance shall not be rejected on the ground of lack of signature by the employees alleging the grievance, provided at least two such employees sign each notice of appeal.

ARTICLE 10

SPECIAL GRIEVANCE PROCEDURE

10.01 The following special procedure shall be applicable to a grievance alleging improper discharge of an employee or suspension of an employee for 6 or more working days and may be used by an employee alleging discrimination as defined in section 5.01 of this agreement.

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

(b) The employee relations manager will review the discharge, suspension or allegation of discrimination and whenever practicable render his/her decision within 3 regular working days after receipt of the grievance.

(c) If the decision is not satisfactory, the matter may then proceed on the giving of the prescribed notice of

10.01 -Continued

appeal as an appeal to an umpire at step three of the general grievance procedure.

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

10.03 ~~On~~ request by a discharged employee to his/her department manager, the employee will be given an opportunity to discuss his/her discharge with his/her committee-person or with the chairperson of the negotiating committee before leaving the company's premises.

10.04 An allegation by the union that the company has violated or misinterpreted this agreement may be lodged in writing by the chairperson of the negotiating committee with the employee relations manager and shall be reviewed by the employee relations manager and his/her decision thereon shall be given as in the case of an appeal to him/her on a grievance. If the decision of the employee relations manager be not satisfactory to the union, the matter may then proceed as an appeal to an umpire at step three ~~of~~ the general grievance procedure.

ARTICLE 11 CONFERENCES

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

ARTICLE 12

ADMINISTRATION OF DISCIPLINE

12.01 When an employee is called to an interview by a member of the staff of the employee relations office, for the purpose of investigating alleged misconduct which may result in suspension or discharge of such employee, he/she shall be notified that, if he/she desires, he/she may require the presence of his/her committee person at such interview. A committee person when called to such an interview at the request of the employee concerned shall not have the time spent on these duties charged against the special time card that is used for grievance procedure.

12.02 If following such investigation, an employee is suspended or given warning, he/she shall be given written notice of such suspension or warning.

ARTICLE 13

SENIORITY

13.01 (a) (i) The company recognizes that seniority is an important factor to be considered along with the important factors of merit and ability in all moves, transfers, promotions, layoffs, reinstatements and recalls but when merit and ability are relatively equal as between employees, then seniority is recognized as the prevailing factor in the making of a selection.

(ii) Fundamentally, rules respecting seniority are designed to provide to employees an equitable measure of security based on length of service with the company and, in the event of a reduction of available work, the company shall retain at work the employees having the greatest amount of seniority, provided that these employees possess the qualifications required by the company for the efficient performance of the work available.

(b) Any employee who has basic seniority in one bargaining unit and who, as of December 1, 1984, is on the

13.01 - continued

active employment rolls of another bargaining unit or who subsequently is placed in or transferred to another bargaining unit under circumstances where he/she does not carry his/her seniority with him/her, shall, at his/her first layoff thereafter in a layoff which appears to the company to be one which will exceed 24 calendar days, have his/her seniority determined by whichever of the following he/she then elects:

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

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

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

(c) In the event of a reduction of available work in any classification the employee in such classification on the seniority list concerned having the least amount of seniority shall be the employee affected by such reduction and he/she and any employee displaced because of a transfer shall be retained at work consistent with his/her seniority in accordance with the following procedure provided in each case that the employee affected possesses the qualifications required by the company for the efficient performance of the work available:

(i) the employee affected shall be transferred to the classification which he/she was in immediately prior to

13.01 - continued

being transferred to his/her present classification provided such prior classification was on the seniority list concerned, still exists on the seniority list concerned, and is not more than one salary class lower than his/her present salary class;

(ii) if not entitled to transfer under section **13.01(c)(i)** then he/she shall be transferred to a position on his/her seniority list one salary class lower than his/her present salary class;

(iii) if not entitled to transfer under section **13.01(c)(i)** or (ii) then he/she shall be transferred to a position on his/her seniority list two salary classes lower than his/her present salary class or in the next successively lower salary classes;

(iv) if not entitled to transfer under section **13.01(c)(i)**, (ii), or (iii) then he/she shall be transferred to the position on his/her seniority list occupied by the employee having the least amount of seniority.

(v) in the event that such reduction results in the layoff of an employee such layoff shall be made in accordance with section **13.01(a)(ii)**.

Provided that an employee under the provisions of sections **13.01(a)(ii)** or **13.01(c)** who is displaced because of a reduction in staff and is offered a position which pays a rate of salary lower than that which the employee was receiving at the time of his/her displacement, shall have the option of accepting the work available to him/her or being laid off. An employee so laid off shall designate to the company at the time of layoff, the minimum rate of salary to be used for the purpose of determining the openings for which the employee wishes to be recalled consistent with section **13.01(g)** when an opening becomes available. The rate of salary so designated may be equal to, but shall not exceed the highest rate of salary received by such employee during the period of his/her employment in the bargaining unit. If the rate of salary to be offered for an opening that becomes available is less than the rate of salary so designated, the company shall not be required to notify him/her. He/she shall be recalled to

work, however, consistent with section **13.01(g)**, when the rate of salary for an opening that becomes available is equal to or greater than the minimum rate of salary so designated by him/her. When such employee is offered a position for which he/she would receive a rate of salary which is equal to or greater than the minimum rate of salary designated by him/her he/she must accept the position offered him/her; otherwise he/she shall have no further right to recall and shall be considered to have resigned from the company.

In order to carry out the intent of this section the company shall first terminate the employment of temporary employees and lay off probationary employees in the event of a reduction of available work, provided that employees with seniority possess the qualifications required by the company for the efficient performance of the work available.

(d) A probationary employee who is separated from the payroll of the company due to a reduction in staff shall be informed at the time of separation whether he/she is being laid off or discharged.

(e) During a layoff the company will give first consideration to probationary employees with the greatest amount of service.

(9) Prior to effecting a layoff of employees, the chairperson of the negotiating committee or his/her nominee will be notified of the proposed date of layoff, the approximate number of employees to be laid off, and the names and classifications of those employees.

(g) When the company considers it necessary to increase the number of employees in the bargaining unit, former employees who had attained seniority prior to being laid off shall be recalled consistent with their seniority, provided they have the qualifications required by the company for the efficient performance of the work available.

(h) During a rehire after a layoff, the company will give first consideration to probationary employees with the greatest amount of service.

13.01 -continued

(i) (i) When an opening occurs the company shall post a notice for 2 consecutive working days on the appropriate bulletin boards. Each notice of opening shall contain a proper description of the requirements of the posted position and, whenever possible, identify the opening to be filled. A copy of each such notice shall be supplied to the committee person of the jurisdiction in which the opening has occurred and to the chairperson of the negotiating committee. Any employee on the seniority list may apply for such opening provided that all replies must be submitted to employee relations within 2 working days from the time of posting. The department manager shall then select the senior applicant on the seniority list who has the qualifications required by the company to fill the posted position, provided that if the opening is one used as training for more responsible work, he/she shall satisfy him self/herself that the applicant selected has the merit and ability to be a candidate for further advancement. The name of the employee selected to fill such opening will be posted by the company on the said bulletin board for one calendar week.

Openings for salary class 10 or below positions will be filled by company placements and notices will be posted for information purposes only.

(ii) An employee shall not be eligible to apply for another opening under the provisions of section 13.01(i)(i) for a period of 6 calendar months from the date of his/her selection to fill an opening for which he/she was the successful applicant under section 13.01(i)(i), except for an opening which is an opening in a classification in a higher salary class than the salary class for the classification in which he/she is employed at the time the notice of opening is posted, provided the opening to which he/she was transferred as the successful applicant under section 13.01(i)(i) was a position in a classification in a higher salary class than his/her former position. This shall not affect the eligibility of an employee who, during the period of 6 months subsequent to his/her transfer, has been

13.01 - continued

transferred out of the classification on the seniority list wherein the opening existed for which he/she was the successful applicant, provided the transfer was not made at the request of the employee.

(iii) For the information of all other employees, a copy of each notice of opening posted hereunder shall be posted on all other bulletin boards and the names of employees selected to fill such openings and vacancies will be posted on such bulletin boards for one calendar week.

(iv) If no suitable applicant on the seniority list concerned applies, the department manager will give first consideration to the applications, if any, of other employees and, if none is selected by him/her, shall take such further steps as may be required to fill the opening.

(j) The foregoing provisions of this article shall be subject, however, to this limitation that the qualifications required by the company for the positions in dispute, if questioned through the general grievance procedure by the employee or employees affected, will, unless taken up directly with the appropriate representative of management as provided in section 9.02(b), be fully explained and discussed between the company and the negotiating committee. If, in the opinion of an umpire under the general grievance procedure at step three, the factors taken into account by the company in making a selection under the provisions of this section are not pertinent to the qualifications required by the company affecting the positions in dispute, then the company's decision may be overruled by the umpire, in which event the company shall be obligated to reconsider,

(i) in the case of an opening, the applications which are submitted for that opening, or

(ii) in the case of a layoff or recall, the employees affected thereby, and to make a selection based on those of the factors determined by the umpire to be pertinent to the qualifications required by the company affecting the positions in dispute.

13.01 - continued

(k) In carrying out the provisions of this section, the company shall have the right to allocate and reallocate operations among employees performing the same type of duties within the same salary range in each section or department as the case may be.

13.02 Upon completion of employment to the extent of 90 days within any period of 12 consecutive months, an employee shall be entitled to have his/her name placed on the seniority list in which he/she is employed; provided that whenever the seniority list consists of names of less than 10 employees, the company shall arrange to group this seniority list with one or more seniority lists in order that no seniority list shall consist of the names of less than 10 employees.

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

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

13.05 The company shall post revised seniority lists as required in each department every 3 months. Five copies of the seniority list of each department shall be supplied to the chairperson of the negotiating committee.

13.06 Seniority rights of an employee shall cease for any one of the following reasons:

- (a)** if the employee quits his/her employment;
- (b)** if the employee is discharged and such discharge be not reversed through the grievance procedure;
- (c)** if the employee fails to report for duty for 5 consecutive working days. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure.);

(d) if the employee fails to return to work within 5 consecutive working days after notification so to do to his/her address on the records of the company. (This clause shall not apply if the employee furnishes satisfactory reasons to the employee relations department for such failure.);

(e) if the employee is not called upon to perform work for the company for a period of 36 consecutive months or for a period equal to his/her seniority at the date when he/she last performed work for the company, whichever shall be the greater: provided, however, that for a seniority employee at work on or after October 16, 1982, seniority rights shall cease if the employee is not called upon to perform work for the company as follows:

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

Commencing October 16, 1982 this section 13.06(e) shall not apply to an employee having seniority if the employee is not called upon to perform work for the company due to sickness or injury arising out of and in the course of employment with the company and covered by the Workers' Compensation Act.

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

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

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

(iii) if he/she retires or is retired otherwise than on a total and permanent disability pension and is subsequently re-employed he/she shall be considered a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the eligibility rules applicable to vacations with pay, he/she shall be treated on the basis of the seniority he/she had at the time of his/her retirement.

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

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

13.07 Notwithstanding his/her seniority status, a committee person shall be continued at work when work is available in his/her jurisdiction which he/she is able and willing to do.

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

ARTICLE 14

TRANSFERS, DEMOTIONS AND PROMOTIONS

14.01 (a) In the event of demotion, a member of management who was, at the time he/she was promoted to a supervisory position, employed in the bargaining unit may, at any time, consistent with his/her accumulated seniority, be transferred to the classification and department in which he/she was employed at the time of his/her promotion and upon such transfer he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her promotion no longer exists, the transfer to the bargaining unit shall be made by retaining him/her at work in accordance with the provisions of this agreement that would apply if he/she were a member of the bargaining unit affected by a reduction of available work in the department in which he/she was employed at the time of his/her promotion.

(b) In the event of demotion, a member of management who has never been employed in the bargaining unit may, at any time, consistent with his/her accumulated seniority, be transferred to the bargaining unit by retaining him/her at work in accordance with the provisions of this agreement that would apply if he/she were a member of the bargaining unit affected by a reduction of available work in the department in which he/she was a member of management.

(c) A person other than a member of management who is excluded from the bargaining unit and who was previously employed in the bargaining unit may, at any time, consistent with his/her accumulated seniority, be transferred to the classification and department in which he/she was employed at the time of his/her leaving the bargaining unit and upon such transfer he/she shall be placed upon the seniority lists in accordance with his/her accumulated seniority. If the classification in which he/she was employed at the time of his/her leaving the bargaining unit

no longer exists, the transfer shall be made by retaining him/her at work in accordance with the provisions of this agreement that would apply if he/she were a member of the bargaining unit affected by a reduction of available work in the department in which he/she was employed at the time of his/her leaving the bargaining unit.

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

14.02 For employees hired or rehired on or after December 1, 1976, the following provisions of this section **14.02** will apply:

(a) An employee who has attained seniority and is employed in a classification subject to the jurisdiction of the union, who is promoted to a supervisory position, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the union, shall accumulate seniority while working in a supervisory position, for any period prior to November **24, 1979**, and when so transferred or demoted shall commence work in a job generally similar to the one he/she held at the time of his/her promotion with the seniority ranking he/she had at the time of his/her promotion plus the seniority accumulated while he/she was working in the supervisory position, for any period prior to November **24, 1979**.

(i) Notwithstanding the above, a seniority employee promoted to a supervisory position as a vacation replacement on or after October **22, 1979**, shall continue to accumulate seniority for a period not to exceed six (6) months.

(b) (i) An employee who has attained seniority and is employed in a classification subject to the jurisdiction of the union, who is transferred to a classification

14.02 - continued

excluded from the bargaining unit, and is thereafter transferred to a classification subject to the jurisdiction of the union, shall accumulate seniority while working on the excluded classification and when so transferred shall commence work in a job generally similar to the one he/she held at the time of his/her transfer, with the seniority ranking he/she had at the time of his/her transfer, plus the seniority accumulated in accordance with the provisions of section 14.02 (b) (ii) below while he/she was working on the excluded classification. **No** employee shall be transferred under this section 14.02 (b) at a time when any employee having the right to be recalled from layoff is on layoff from the bargaining unit. An employee hired directly to an excluded classification shall acquire no seniority rights under this agreement.

(ii) A seniority employee who has been transferred to an excluded classification prior to October 22, 1979, shall continue to accumulate seniority while working in an excluded classification. A seniority employee who is transferred to an excluded classification on or after October 22, 1979, will not accumulate seniority while working in an excluded classification.

(c) The provisions of section 14.01 shall continue to apply to all employees other than those referred to in section 14.02.

(d) The provisions of section 14.02(b)(ii) shall not apply to any employee transferred from the Local 200 C.A.W. bargaining unit.

14.03 For the purposes of this article 14, "accumulated seniority" means:

(i) in the case of a member of management, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company at Windsor prior to October 16, 1982 had been in the bargaining unit:

(ii) in the case of a person other than a member of management who was employed in an excluded classification prior to October 16, 1982, the seniority to

14.03 - continued

which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company at Windsor had **been in** the bargaining unit;

(iii) in the case of a person other than a member of management who was not employed in an excluded classification prior to October 16, 1982, the seniority to which he/she would be entitled under the provisions of this agreement, calculated as if all his/her service with the company at Windsor prior to October 16, 1982 had **been in** the bargaining unit.

14.04 Whenever "bargaining unit" is referred to in this article 14 it shall be deemed to include any bargaining unit at Windsor which was described in predecessor agreements between the company and the union. **A** person who, prior to the existence of the bargaining unit at Windsor was promoted to a supervisory position or transferred to a position which would have resulted in his/her exclusion from the bargaining unit **if one** had existed at that time, shall be considered to have been promoted or transferred from the bargaining unit if he/she would have been included in the bargaining unit had it existed at the time of his/her promotion or transfer.

14.05 (a) An employee included in the bargaining unit shall not **be** transferred to a position excluded from the bargaining unit unless the employee concerned agrees to such transfer.

(b) The chairperson of the negotiating committee will be notified of the name of any employee included in the bargaining unit who is promoted to a supervisory position.

14.06 If an employee is transferred from one department to another, he/she shall incur no loss of seniority.

ARTICLE 15

HOURS OF WORK AND OVERTIME

15.01 The normal working hours for each employee consist of 8 hours per day and 40 hours per week.

15.02

15.02 (a) An employee shall receive payment at time and one-half his/her equivalent hourly rate for all time required to be worked

(i) in excess of **8** hours in any one **day** provided, however, than **an** employee shall not receive such payment for such excess time worked if it be less than one-half hour in any one day, or

(ii) on Saturdays, provided, however, that an employee shall not receive such payment for time worked in the minor portion of a shift (not exceeding one-half hour) when such minor portion occurs on a Saturday.

(b) An employee shall receive payment at double his/her equivalent hourly rate for all time required to be worked on Sundays, provided, however, that an employee shall not receive such payment for time worked in the minor portion of a shift (not exceeding one-half hour) when such minor portion occurs on a Sunday.

(c) An employee's equivalent hourly rate shall be calculated by dividing the employee's annual salary by **2,080**. Subject to the foregoing provisions where an employee is not entitled to overtime payment for periods of less than one-half hour, payment shall be calculated to the nearest completed tenth of an hour.

15.03 (a) When reasonably practicable, the company shall give **24** hours' notice of overtime to employees. Such notice shall also be given to the committee person representing the employees concerned, provided he/she is then at work. Whenever it is reasonably possible to do so, he/she shall be notified before the employees concerned, but in any event he/she shall subsequently be provided with written notice of such overtime work.

(b) A committee person shall be continued at work when overtime work is available in his/her jurisdiction which he/she is able and willing to do.

15.04 (a) When work is required to be performed during overtime, the company will, insofar as is practicable, assign such overtime work to the employee who usually performs the particular operations required.

(b) When additional employees are required for overtime work to supplement the employees who usually perform the particular operations required, the company will select employees who have the qualifications required for the efficient performance of such work. The company will, insofar as is practicable, rotate such additional overtime among employees within the department concerned who have the required qualifications.

ARTICLE 16

SALARIES

16.01 (a) Effective October 18, 1993 each employee on the active roll shall be granted an increase in base monthly salary of 2.0%.

(b) Effective October 18, 1993, but after the application of the general salary increase provided in section 16.01(a), each employee assigned to a position in salary class 11 or above and who is on the active roll shall be granted a special increase in base monthly salary of **\$17.33**.

(c) Effective September 16, 1994, each employee on the active roll shall be granted an increase in base monthly salary of 1.5%.

(d) Effective September 16, 1994, but after the application of the general increase provided for in section 16.01(c), each employee assigned to a position in salary class 11 or above and who is on the active roll shall be granted a special increase in base monthly salary of **\$17.33**.

(e) Effective September 16, 1995, each employee on the active roll shall be granted an increase in base monthly salary of 1.0%.

(f) Effective September 16, 1995, but after the application of the general increase referred to in section 16.01(e), each employee assigned to a position in salary class 11 or above and who is on the active roll shall be granted a special increase in base monthly salary of **\$17.33**.

(g) For the purpose of applying the provisions of the Retirement Pension Plan, the Supplemental Unemployment Benefit Plan, the Separation Payment Plan, the Automatic Short Week Benefit Plan and Appendix B of this agreement, the base monthly salary of an employee shall not be increased by the salary increase provided in section 16.01(a) and section 16.01(b) prior to the effective date of this agreement.

(h) It is understood and agreed that in no instance will the increases in salary provided in this section 16.01 result in an employee receiving a base monthly salary which exceeds the maximum of the applicable salary range.

16.02 (a) To settle the assignment of salary classes for new classifications placed in effect during the life of the agreement the following procedure shall apply:

Within 30 days of the introduction of such a new classification, the company will assign a tentative salary class to the classification and notify the union thereof in writing immediately. Negotiations will be held at the local level, but if a satisfactory resolution is not made there, then the matter will be referred to a salary committee of four, two appointed by the company and two by the union, who shall consider the matter in the context of the classification and salary class structure in effect at that time. The negotiated salary class, if higher than the temporary salary class, shall be applied retroactively to the date of the establishment of the tentative salary class assigned to the classification except as otherwise mutually agreed.

(b) The procedure described in section 16.02(a) shall also be applied to settle the assignment of salary classes in any case where the company assigns a different salary class to an existing classification.

16.03 (a) Effective October 18, 1993 and thereafter during the period of this Agreement, each employee shall receive a cost-of-living allowance as set forth in this section. The cost-of-living allowance shall not be added to the salary range for any classification, but only to each

employee's straight-time earnings. The cost-of-living allowance shall be taken into account in computing overtime and shift premiums, and in determining pay for vacations, holidays, jury duty and bereavement.

(b) Effective with the adjustment scheduled for December 1, 1993, the cost-of-living allowance will be based on the Consumer Price Index published by Statistics Canada (1986 = 100) in accordance with the Letter of Understanding signed by the parties. Continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for July, 1993, unless otherwise agreed upon by the parties. If Statistics Canada changes the form or the basis of calculating the Index, and such Index is required to determine the cost-of-living allowance pursuant to the provisions of this agreement, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly Index in its present form and calculated on the same basis as the Index for July, 1993.

(c) Adjustments during the period of this agreement shall be made at the following times:

<i>Effective Date of Adjustment</i>	<i>Based Upon Three- Month Average of the Consumer Price Indexes for</i>
December 1, 1993	August, September, October,
First pay period beginning on or after March 1, 1994 and at three-calendar-month intervals thereafter to June 1, 1996.	November, December, 1993 and January, 1994 and at three-calendar-month intervals thereafter to February, March and April, 1996.

(d) (i) Effective October 18, 1993, and until November 30, 1993, the cost-of-living allowance shall be \$8.67 per month.

(ii) Effective December 1, 1993 and for the next ten (10) three-month periods as provided in section 16.03(c), the cost-of-living allowance shall be in accordance with the following table:

<i>Three-Month Average Canadian Consumer Price Index</i>	<i>Cost-of-Living Allowance</i>
129.9 or less	None
130.0	\$1.73 per month
130.1	3.47 per month
130.2	6.93 per month
130.3	8.67 per month
130.4	10.40 per month

and so forth with \$1.73 adjustment for each .073 change in the Average Index and will be calculated in accordance with the Letter of Understanding signed by the parties.

(e) (i) In the event that Statistics Canada does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in section 16.03 (c), any adjustment in the cost-of-living allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

(ii) No adjustment, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which may later be made in the published figures used in the calculation of the Canadian Consumer Price Index published by Statistics Canada, as applicable, for any month or months on the basis of which the cost-of-living allowance has been determined.

(9) The amount of the cost-of-living allowance payable under the provisions of this section will be paid in the following manner:

(i) The amount due for hours paid at straight time will be accumulated and paid quarterly.

Payment will be made on the first pay day following the end of each quarterly period.

(ii) The amount due for hours worked at overtime premiums and the amount that results from the inclusion of the cost-of-living allowance in computing shift premiums, will be paid at the time the premium payment is made.

(g) Effective October 18, 1993, but after the application of the salary increase provided in section 16.01(a) and 16.01(b), \$251.33 shall be deducted from the \$260.00 cost-of-living allowance in effect immediately prior to that date and \$251.33 shall be added to the base monthly salary of each employee on the active roll.

16.04 (a) An employee shall receive a special premium payment of:

(i) 5% of his/her earnings, including overtime premium and cost-of-living allowance, for the performance of work commenced on or after 10:30 a.m. but before the following 7:00 p.m.

(ii) 10% of his/her earnings, including overtime premium and cost-of-living allowance, for the performance of work commenced on or after 7:00 p.m. but before the following 5:00 a.m.

(b) An employee's equivalent hourly rate shall be calculated by dividing the employee's annual salary by 2,080.

16.05 (a) When death occurs in an employee's immediate family (that is, current spouse; parent or stepparent; grandparent; parent or grandparent of current spouse; child or stepchild; brother, half-brother or step-brother; sister, half-sister or stepsister; grandchild; son-in-law or daughter-in-law) a seniority employee, on request, will be excused for any 3 regularly scheduled working days (or for such fewer days as the employee may be absent) during the 3 days (excluding holidays defined in section 17.01, Saturdays and Sundays) immediately following the date of death provided he/she attends the funeral. In the event a member of the employee's immediate

16.05 - continued

family as above defined dies while in the active service of the Canadian Armed Forces, the employee may, should the funeral be delayed, have his/her excused absence from work delayed until the period of 3 normally scheduled working days which includes the date of the funeral. In the event the body of a member of the employee's immediate family as above defined is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical centre for research purposes, the requirement that the employee attend the funeral will be waived.

(b) No deduction will be made from the regular salary of an employee excused from work under this section, but the employee will not receive shift premiums or any other extra payment for time that he/she might have worked if he/she had been present during the time he/she was excused.

16.06 An employee who is summoned to and reports for jury duty (including coroner's juries and duty required in connection with the Ontario Public Institution Inspection Act) as prescribed by applicable law (subject to the eligibility requirements set out below), will be paid by the company the difference between the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) and his/her regular salary (that is, base salary plus cost-of-living allowance but excluding shift premiums or any other extra payment) for the time, excluding overtime, that he/she otherwise would have been scheduled to work. In order to receive payment under this section an employee must meet all of the following eligibility requirements:

(a) The employee shall have attained seniority as of the date of commencement of the jury duty.

(b) The employee shall have given prior notice to the company that he/she has been summoned for jury duty.

(c) The employee shall furnish satisfactory evidence to the company that he/she reported for or performed jury duty on the days for which he/she claims payment.

(d) The employee would otherwise have been scheduled to work for the company on the day for which he/she claims payment.

16.07 (a) ~~The~~ chairperson of the negotiating committee who is permitted full time for the performance of his/her duties as such shall be paid a salary on the basis of the salary class applicable to the classification in which he/she was employed at the time of his/her appointment as such chairperson.

(b) Notwithstanding the above, a full-time chairperson with one (1) or more years of continuous elected service as a full-time representative shall be entitled to receive consideration for promotion to a higher paying job under the provisions of section 13.01. A full-time representative who is promoted to a higher paying job under the provisions of this section will not be considered for another promotion until a period of at least twelve months has elapsed following the date of promotion.

(e) When a full-time representative ceases to hold office, he/she shall be returned, consistent with his/her seniority, to the classification in the department in which he/she was employed at the time of his/her appointment as a full-time representative, or, in the case of a full-time representative who has been promoted to a higher paying job as provided in section 16.07(b), to the classification to which he/she was promoted.

ARTICLE 17

HOLIDAY PAY PLAN

17.01 (a) Any employee who performs authorized work on the day of observance of any of the following holidays:

Good Friday, the Monday after Easter, the Friday before Victoria Day, Victoria Day, Canada Day, Civic Holiday, the Friday before Labour Day, Labour Day, Thanksgiving Day, and for the year 1993, December 24, 27, 28, 29, 30, and 31; and for the year 1994, December 26, 27, 28, 29, and 30; and for the year 1995, January 2

and December , **25, 26, 27, 28**, and 29; and for the year **1996**, January 1; shall be paid for each hour of authorized work performed on such day at double his/her equivalent hourly rate, **provided**; however, that an employee shall not receive such payment for time worked in the minor portion of a shift (not exceeding one-half hour) when such minor portion occurs on any such day.

17.02 Each of the above holidays shall be observed on the day upon which it falls unless otherwise declared by the Government of Canada or the Province of Ontario, except as otherwise agreed between the company and the union.

ARTICLE 18

VACATION WITH PAY PLAN

18.01 Employees will be granted annual vacation with pay in accordance with the following provisions:

(a) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 20 or more years' seniority as of that date shall be entitled to a paid vacation of **31.5** days during the current calendar year.

(b) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 10 but less than 20 years' seniority as of that date shall be entitled to a paid vacation of **26.5** days during the current calendar year.

(c) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 3 but less than 10 years' seniority as of that date shall be entitled to a paid vacation of **21.5** days during the current calendar year.

(d) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 2 but less than 3 years' seniority as of that date shall be entitled to a paid vacation of **15.5** days during the current calendar year.

18.01 .continued

(e) An employee who was **on** the active roll of the company as of December 1 of the preceding year and who had 1 but less than 2 years' seniority as of that date shall be entitled to a paid vacation of 14.5 days during the current calendar year.

(f) **An** employee who was not on the active roll of the company as of December 1 of the preceding year but who was on the active roll of the company **as** of June 1 of the current calendar year shall be entitled to a paid vacation of 1 week during the current calendar year.

(g) The vacation pay of an employee shall be based on his/her regular salary in effect during the period of his/her vacation. The appropriate special premium payment provided in section 16.04 will be included in vacation pay, provided the employee would have been entitled to receive such payment if the period had not been taken **as** vacation.

(h) An employee's vacation shall be taken during the current calendar year in which it is applicable and at a time agreed to by his/her supervisor.

(i) If one of the holidays specified in article 17 is observed by the company on a normal working day (Monday through Friday, inclusive) during an employee's vacation, he/she shall be entitled to an extra day of vacation which shall be added to the beginning or end of his/her vacation period.

18.02 An employee who leaves the employ of the company during the current calendar year for any reason. on or after completion of 6 months' continuous service, shall be entitled to pay in lieu of vacation **as** follows:

(a) An employee who was on the active roll of the company **as** of December 1 of the preceding year and who had 20 or more years' seniority as of that date shall be entitled to 31.5 days' pay in lieu of vacation if vacation has not already been taken.

(b) An employee who was on the active roll of the company as of December 1 of the preceding year and who had 10 but less than 20 years' seniority as of that date

18.02 - continued

shall be entitled to **26.5** days' pay in lieu of vacation if vacation has not already been taken.

(c) An employee who was on the active roll of the company as of December 1 of the preceding year and who had **3** but less than **10** years' seniority **as** of that date shall be entitled to **21.5** days' pay in lieu of vacation if vacation has not already been taken.

(d) An employee who was on the active roll **of** the company as of December 1 of the preceding year and who had **2** but less than **3** years' seniority as of that date shall be entitled to **15.5** days' pay in lieu **of** vacation if vacation has not already been taken.

(e) An employee who was on the active roll of the company as of December **1** of the preceding year and who had **1** but less than **2** years' seniority **as** of that date shall be entitled to **14.5** days pay in lieu of vacation **if vacation has** not already been taken.

(f) An employee who was not on the active roll of the company on December 1 of the preceding year but who was on the active roll of the company on June **1** of the current year shall be entitled to 1 week's pay in lieu of vacation if vacation has not already been taken.

(g) If **an** employee who has been paid pay in lieu of vacation under this section 18.02 during the current year shall subsequently become entitled to a paid vacation during the current year, then any necessary adjustment shall be made to ensure that the employee will not be granted a greater amount of paid vacation than he/she would have **been** granted if he/she had not been paid in lieu **of** vacation.

18.03 (a) A reinstated employee who is not eligible under the provisions of sections 18.01 or 18.02 above shall be entitled to a paid vacation during the current calendar year calculated on the following basis:

18.03 - continued

<i>Seniority as of December 1 of Preceding Year</i>	<i>Paid Vacation</i>
1 but less than 2 years	1.25 days for each month of active employment in the preceding calendar year up to a maximum of 14.5 days of paid vacation.
2 but less than 3 years	1.25 days for each month of active employment in the preceding calendar year up to a maximum of 15.5 days of paid vacation.
3 but less than 10 years	1.75 days for each month of active employment in the preceding calendar year up to a maximum of 21.5 days of paid vacation.
10 but less than 20 years	2.25 days for each month of active employment in the preceding calendar year up to a maximum of 26.5 days of paid vacation.
20 or more years	2.75 days for each month of active employment in the preceding calendar year up to a maximum of 31.5 days of paid vacation.

For the purpose of the above calculation, an employee shall be considered to have been in active employment during any month for which he/she received any salary payments from the company.

(b) In the event that a reinstated employee, who is eligible under the provisions of section 18.01(e) or 18.02(e) above, should be entitled to greater benefits under section 18.03(a) above than under section 18.01(e) or 18.02(e), the provisions of section 18.03(a) shall apply.

18.04 In any case where the employee would be entitled to greater benefits under the provisions of this article 18,

an employee's vacation and vacation pay shall be calculated on the basis of his/her service as shown on company records instead of his/her seniority.

18.05 If any date referred to in this plan falls on a Saturday, Sunday or holiday, the effective date shall be the first full working day following.

18.06 An hourly employee who is transferred to the salary roll prior to July 2 in any year shall be entitled to a paid vacation during that year as set out in section 18.01 (a), (b), (c), (d) or (e) above, whichever is applicable. His/her seniority with the company prior to his/her transfer shall be counted in computing the period of vacation. Any vacation with pay previously obtained in the current year on an hourly basis by such employee shall be deducted from his/her salary roll vacation. An hourly employee who is transferred to the salary roll on or after July 2 in any year shall be entitled only to the vacation with pay, if any, which he/she would have received during that year as an hourly employee.

18.07 Employees who are eligible for vacation with pay in accordance with the provisions of Section 18.01 will receive a special payment of \$500.00 on June 30, 1994, June 30, 1995 and June 30, 1996 if they are then on the active roll of the company. Employees who qualify for only a portion of their full vacation with pay entitlement under Section 18.03 shall receive the same proportion of this payment. Employees not on the active roll of the company the date the payment is due but who are subsequently reinstated to the active roll during the current vacation year will be paid the special payment either at the time they take their vacation or at the end of the vacation year.

18.08 This vacation with pay plan is subject to the provisions of "The Employment Standards Act" (Ontario), wherever such provisions provide greater benefits than this plan.

ARTICLE 19

LEAVE OF ABSENCE

19.01 (a) An employee desiring leave of absence shall make application to his/her supervisor. All requests for leave of absence for more than 3 working days shall be made on forms provided by the company and shall be dealt with by the employee relations manager.

(b) Leave of absence not exceeding 120 days shall be granted to an employee for the time during which he/she is serving a sentence of imprisonment imposed on a conviction arising from the operation or use of a motor vehicle.

In the event that an employee should be sentenced to imprisonment following conviction for any other offence, the appropriate local may submit the case to the vice president of employee relations for his/her consideration and he/she shall then, at his/her discretion, decide whether any, and if so how much, leave of absence (not exceeding 120 days) shall be granted to the employee while serving his/her sentence of imprisonment.

19.02 (a) The president and the financial secretary-treasurer of the union, in the event that they become, and so long as they remain, full-time officers of the union, provided they are employees of the company at the time of their election, shall be granted leave of absence by the company.

(b) An employee of the company who may become a staff officer or staff representative of the national union shall be granted leave of absence by the company.

(c) An employee who has acquired seniority and who becomes pregnant will on request be granted an extended maternity leave of absence without pay of up to 12 months' duration. An employee granted an extended maternity leave of absence who desires reinstatement at work shall notify the employee relations department, in writing, not less than 30 days prior to the date of termination of the extended maternity leave of absence.

(d) An employee having seniority who is elected or selected for a full-time public office which takes him/her from his/her employment with the company will, upon written request, receive a temporary leave of absence for the term of such office or 1 year, whichever is less, and upon his/her return will be reinstated at work consistent with his/her seniority in the classification and department in which he/she was engaged last prior to his/her leave of absence. Such leaves of absence may be renewed yearly with the approval of the company.

19.03 The applicant for leave of absence shall be notified in writing of the disposition of his/her application as promptly as is reasonably possible after the application is submitted and a record thereof shall be kept in the employee relations office.

19.04 Seniority shall accumulate during the period of any leave of absence.

19.05 Upon returning from a leave of absence granted by the company, an employee will be reinstated at work consistent with his/her seniority in the classification and department in which he/she was engaged last prior to his/her leave of absence. In the event that such classification or department, or both, no longer exist, the employee's reinstatement will be in accordance with the provisions of this agreement that would apply if he/she were affected by a reduction of available work in the classification or department, as the case may be, in which he/she was engaged last prior to his/her leave of absence.

ARTICLE 20

SICK LEAVE PAYMENTS

20.01 (a) (i) An employee who is absent from work because of personal illness or injury and who has not attained seniority at the time his/her absence commences shall be paid his/her full salary throughout the first 5 working days of such absence commencing with the date of the absence;

20.01 - continued

(ii) Effective for absences commencing on or after December 1, 1976, an employee who is absent from work because of personal illness or injury who has attained seniority at the time his/her absence commences shall be paid his/her full salary throughout the first 21 working days of such absence commencing with the date of the absence, and 50% of his/her full salary throughout the ensuing 42 working days of such absence:

(iii) In order to qualify for any payment under (i) and (ii) above, an employee may be required to furnish to the company satisfactory proof of such illness or injury.

(b) More than one illness resulting from the same or a related cause shall be treated as a single illness, unless the employee recovers sufficiently between illnesses to return to work for at least 31 calendar days and all absences from work resulting from a single illness shall be accumulated for the purpose of sick leave payments so that an employee shall not be entitled to payment hereunder for a single illness for a longer period of time than that set out above.

20.02 An employee who is entitled to Workers' Compensation Benefits, or disability benefits provided under any Unemployment Compensation Law, and is also eligible for sick leave pay shall be entitled to a total benefit no greater than his/her full monthly salary at date of disability. If the combined amount of his/her sick leave payments and the benefits he/she is eligible for under Workers' Compensation Law and the disability benefits he/she is eligible for under any Unemployment Compensation Law is in excess of his/her full monthly salary at date of disability, he/she shall turn over to the company or the company may withhold an amount equal to such excess.

20.03 The company will provide for all employees to be covered by a disability insurance policy, providing benefits in accordance with the terms of such insurance policy upon expiration of the period during which an employee is entitled to full pay under section 20.01.

20.04 An employee absent from work because of personal illness or injury, where such absence commenced prior to June 1, 1968, shall continue to be subject to the terms of Article 20 of the prior Collective Agreement until the employee has returned to work.

ARTICLE 21

INSURANCE

21.01 For the duration of this Agreement, the Insurance Program shall be that set out in Appendix B and is hereinafter referred to as the "Program". It consists of two parts, each made a part of this Agreement, one known as "Group Life and Disability Insurance" and one known as "Hospital-Surgical-Medical-Drug-Dental-VisionExpense Coverages" or "H-S-M-D-D-V Program".

21.02 The company will pay the contributions due from it for the Program in respect to insurance premiums and subscription rates in accordance with the terms of the Program. The company by payment of its contributions shall be relieved of any further liability with respect to the benefits of the Program. The company shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name arising out of the Program.

21.03 The company shall arrange for the administration of the Program, subject to its provisions. The company shall be under no obligation by reason of the Program except in good faith to endeavour to obtain its coverages and to fulfill any other obligations specifically required in this Article 21 or in the Program.

21.04 The Umpire shall have no jurisdiction over any matter arising under this article 21 or under the Program.

21.05 (a) Except as otherwise specifically provided in the Program, its H-S-M-D-D-V Program provisions shall become effective on September 15, 1993.

(b) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance

provisions shall become effective on September 15, 1993 with respect to employees then at work, and on the first day worked thereafter with respect to other employees. Group Life and Disability Insurance for employees for whom the provisions of the Program shall not have become effective shall be governed by the provisions, conditions, and limitations of the Program as constituted on the date each such employee was last actively at work.

(c) For those to whom they become applicable, the provisions of the Program shall be in lieu of the provisions of the previous programs, and benefits under the Program shall be reduced where benefits received under the previous programs would reduce benefits if they had been received under this Program.

ARTICLE 22

TRANSFER OF OPERATIONS

22.01 If the company transfers any of its office operations which are being carried on in its offices at Windsor from one location to another at Windsor, then any employee whose job is so transferred shall transfer to the same job at the new location and retain all his/her existing employee benefits within the bargaining unit at Windsor relating to seniority, pensions, vacations with pay, insurance and holidays.

22.02 If the company transfers any of its office operations from Windsor to a new location and the transfer does not fall within the terms of section 22.01 above, then any employee whose job is so transferred may at his/her option either transfer to the same job at the new location or exercise his/her existing seniority rights within the Local 240 bargaining unit from which the transfer is made.

22.03 The employee shall, in writing, notify the employee relations department of the company at Windsor of his/her election, within 30 days of the mailing by the company of a notice to the employee, addressed to him/her at his/her address as recorded with the employee relations department of the company, advising him/her that his/her

22.03 - continued

job is to be transferred and of his/her rights of election. If the employee elects to transfer to the same job at the new location, then subject to the laws in force at the new location and to the agreement of the bargaining agent (if any) for an existing bargaining unit of the company at that location, then the employee shall be entitled to retain his/her existing employee benefits relating to seniority, pension, vacations with pay, insurance and holidays.

22.04 Such employee shall, as of the date of transfer to the new location, lose his/her seniority rights at Windsor. It is understood and agreed that this right of transfer does not apply to any jobs which may be created in the Central Office of the company in Oakville.

22.05 (a) An employee who is on the active employment roll shall be eligible for a transfer moving allowance if he/she is transferred from one office location of the company to another office location of the company pursuant to section 22.03 provided

(i) his/her new office location is at least 80 kilometres distant from his/her original office location and he/she moves his/her permanent residence as a result of his/her transfer; and

(ii) he/she ~~files~~ an application ~~for~~ a transfer moving allowance not later than 6 months after the first day he/she worked at his/her new office location.

(b) Effective for expenses incurred on or after October 18, 1993, the amount of an employee's transfer moving allowance will be the amount shown in the following table:

<i>Kilometres Between Office Locations</i>	<i>Allowance</i>	
	<i>Single Employees</i>	<i>Married Employees</i>
80 – 159	\$ 954	\$2,118
160 – 479	1,062	2,334
480 – 799	1,152	2,448
800 – 1,599	1,386	2,892
1,600 or more	1,614	3,324

(c) In the event an employee who is eligible to receive a transfer moving allowance under this section is also eligible to receive a moving allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of transfer moving allowance provided under this section, when added to the amount of moving allowance provided by such legislation, shall not exceed the maximum amount of the transfer moving allowance the employee is eligible to receive under this section.

(d) Only one transfer moving allowance will be paid where more than one member of a family living in the same residence are transferred pursuant to section 22.03.

22.06 (a) In the event of permanent discontinuance of work in the company's offices at Windsor, the union will furnish a list of such laid off employees by classification to the company, and these employees will be given hiring consideration with respect to employment in the bargaining unit represented by Local 1324 CAW at the Bramalea offices of the company.

(b) An employee who is on the active employment roll will be eligible for a layoff moving allowance if he/she is laid off from one office location of the company (hereinafter called his/her original office location) as a result of a discontinuance of operations or is laid off as a result of a reduction in force and is offered and accepts an offer of employment at another location of the company (hereinafter called his/her new office location) pursuant to

section 22.06(a) and the preferential placement provision described in the letter exchanged between the company and the union dated October 16, 1987 and if

(i) his/her new office location is at least 80 kilometres distant from his/her original office location and he/she moves his/her permanent residence as a result of accepting the offer of employment at his/her new office location; and

(ii) he/she had 1 or more years of seniority on the last day he/she worked at his/her original office location and has not incurred a break in seniority on or prior to the date on which the application is made to the company: and

(iii) he/she files an application for a layoff moving allowance not later than 6 months after the first day he/she worked at his/her new office location.

(c) Effective for expenses incurred on or after October 18, 1993, the amount of a layoff moving allowance will be the greater of (A) the amount of Separation Payment which would have been paid under The Separation Payment Plan to the applicant assuming that he/she would have been eligible for a Separation Payment as of the date of his/her application for such layoff moving allowance or (B) an amount equal to his/her unused Credit Units under the Supplemental Unemployment Benefit Plan as of the date his/her application is received by the company multiplied by forty dollars (\$40); provided, however, that such layoff moving allowance will in no event be greater than the amount shown in the following table:

<i>Kilometres Between Office Locations</i>	<i>Allowance</i>	
	<i>Single Employees</i>	<i>Married Employees</i>
80 – 159	\$ 954	\$2,118
160 – 479	1,062	2,334
480 – 799	1,152	2,448
800 – 1,599	1,386	2,892
1,600 or more	1,614	3,324

(d) In the event an employee who is eligible to receive a layoff moving allowance under this section is also eligible to receive a moving allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of layoff moving allowance provided under this section, when added to the amount of moving allowance provided by such legislation, will not exceed the maximum amount of the layoff moving allowance the employee is eligible to receive under this section.

(e) A layoff moving allowance will be payable in a lump sum. Any layoff moving allowance payable under this section 22.06 will be paid by the company subject to the terms and conditions specified in section 6.05 (g) (i) (3) of the Supplemental Unemployment Benefit Plan.

(f) The amount received under the provisions of this section 22.06 will be deducted from any Separation Payment that the employee subsequently becomes eligible to receive under the Separation Payment Plan.

(g) Only one layoff moving allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to section 22.06 (a).

ARTICLE 23

NOTICES PURSUANT TO AGREEMENT

23.01 All notices required to be given by either party to the other pursuant to the provisions of this agreement shall



be in writing and shall be sufficient if sent by registered mail addressed, if to the union, to:

Local **240**
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada),
Windsor, Ontario,

and, if to the company, to:

Employee Relations Manager,
Ford Motor Company of Canada, Limited,
Windsor, Ontario,

or respectively **so** addressed if delivered personally to the president or vice-president of the local union or to the employee relations manager of the company at Windsor.

ARTICLE 24 TERMINATION

24.01 (a) This agreement shall become effective as of the October 18, 1993 and shall remain in effect until the 14th day of September, 1996 or until terminated as provided below, whichever occurs later.

(b) If either party desires to bargain with a view to the renewal, with or without modifications, of this agreement or to the making of a new agreement, such party shall, at least sixty (60) days prior to the 14th day of September, **1996** give written notice to the other party of such desire. Such notice shall, as far as possible, list the subject matter of the proposed changes or modifications but the parties shall have the right to alter the said list before and during bargaining. Within 10 days after receipt of such notice the other party shall arrange a conference to bargain on the proposed modifications or changes.

(c) Should **no** agreement be reached in such bargaining prior to the 14th day of September, **1996** the parties agree to continue this agreement in operation while

2401 - continued

such bargaining continues, but in **no** event in excess of a period of one year therefrom. Bargaining shall be deemed to be continuing until:

(i) either party has notified the other in writing that it considers bargaining to be at an end, and

(ii) the happening of one of the following:

1. 7 days have elapsed after a conciliation board has reported to the Minister of Labour, or

2. 14 days have elapsed after the Minister of Labour has released to the parties a notice that he/she does not deem it advisable to appoint a conciliation board, whereupon the agreement shall terminate as of the date of the happening of whichever of (i) or (ii) shall last occur.

ARTICLE 25

RATIFICATION

25.01 The union represents that its membership has duly ratified this agreement and authorized its execution by the union.

IN WITNESS WHEREOF this agreement has been duly signed.

FORD MOTOR COMPANY OF CANADA, LIMITED

By D. J. McKenzie
A. D. MacLean
N. J. Stewart
R. E. Poynter
Vera Grigorian
Gloria Smith

NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 240

By Basil E. Hargrove "Buzz"
Jim O'Neil
Robert Chernecki

Brian A. Feil
R. L. Jacques
Don Gilbert
Lou Dupuis

ARTICLE 26

SUPPLEMENTAL AGREEMENTS

26.01 (a) Simultaneously with the execution of this agreement, the company and the union have agreed upon supplemental agreements and exhibits which are made parts of this agreement as described below:

- (i) Supplemental Agreement Concerning
Income Maintenance Benefit Plan
and Voluntary Termination
of Employment Plan Exhibit F
 - Income Maintenance Benefit Plan Exhibit F-1
 - Voluntary Termination of
Employment Plan Exhibit F-2
- (ii) Supplemental Agreement Concerning
CAW-Ford Legal Services Plan Exhibit C

No matter respecting the above exhibits shall be subject to the grievance procedure established in this agreement.

(b) In the event of any conflict between the provisions of this agreement and the provisions of the exhibits referred to in section 26.01, the provisions of the exhibits shall prevail.

APPENDIX A

ALLOCATION TO JURISDICTION OF COMMITTEE PERSONS

(as published from time to time)

APPENDIX B

GROUP LIFE AND DISABILITY INSURANCE HOSPITAL-SURGICAL-MEDICAL-DRUG-DENTAL- VISION EXPENSE COVERAGES (H-S-M-D-D-V PROGRAM)

1993 AGREEMENT— LOCAL 240

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GROUP LIFE AND DISABILITY INSURANCE

Section 1

COVERAGES

The following coverages, each as hereinafter described, shall be provided under the company's group insurance contract with London Life Insurance Company (or another reputable insurer or insurers of the company's choice):

- (a) Life insurance, and
- (b) total and permanent disability benefits, and
- (c) survivor income benefits, and
- (d) accidental death and dismemberment insurance, and
- (e) extended disability insurance.

Section 2

COMPANY CONTRIBUTIONS

The company shall pay the full premium for the applicable coverage of an employee under the group insurance contract:

- (a) for any month he/she receives pay from the company for any time during such month, and
- (b) for life insurance provided after the month in which the employee becomes age 65 if he/she is insured at age 65.

The company shall also pay the full premium for the applicable coverages for periods during which coverages are continued under section 12 without cost to the employee and shall pay the portions of the premium not covered by employee contributions for periods during which coverages are continued under section 12 by employee contributions.

Section 3

SCHEDULE OF BENEFITS

- (a) For employees under age 65

- (1) Life Insurance

The amount of Group Life Insurance shall be an amount equal to 24 times the base monthly salary of each insured employee,

Appendix B - continued

Total and Permanent Disability Benefits are based on an amount of life insurance in force and are as described in section 8.

(2) Accidental Death and Dismemberment Insurance
The amount of A.D.&D. Insurance is equal to the principal amount of life insurance.

(3) Survivor Income Benefits Insurance
For certain eligible survivors, monthly benefits are described in section 9 below.

(4) Monthly Extended Disability Insurance
For eligible insured employees monthly Extended Disability Benefits are in amounts equal to 60% or 50% of base monthly salary as described in section 11 below.

“Base Monthly Salary” to be used in determining life, accidental death and dismemberment, and extended disability benefits, shall, for disabilities commencing or for deaths occurring after the employee has so worked, be:

(i) The employee’s Base Monthly Salary as defined in section 6(a) for employees who last work before September 19, 1994.

(ii) The employee’s Base Monthly Salary as defined in section 6(a); plus the sum of (A) the cost-of-living allowance in effect on September 19, 1994, minus (B) \$8.67, for employees who last work on or after September 19, 1994 but before September 18, 1995.

(iii) The employee’s Base Hourly Rate as defined in section 6(a), plus the sum of (A) the cost-of-living allowance in effect on September 18, 1995, minus (B) \$8.67, for employees who last work on or after September 18, 1995.

(b) For employees age 65 and older:

(1) Life Insurance – 10 or more years

If an employee is insured at age 65 and has 10 or more years of creditable service under the Retirement Pension

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Plan at the end of the month in which he/she attains age **65**, his/her life insurance shall be continued until his/her death. However the amount of insurance shall be gradually reduced (at the rate of **2%** of the amount in force at age **65**) each month after he/she becomes age **65** until an ultimate amount of life insurance called "Continuing Group Life Insurance" (CGL) is reached.

The Continuing Group Life Insurance (CGL) amount will be determined by multiplying by **1-1/2%** his/her years of creditable service under the Retirement Pension Plan at the end of the month in which he/she attains age **65**. This amount will then be multiplied by the amount of Life Insurance in force at age **65**.

The reduction of Life Insurance commences at age **65**.

The minimum amount of CGL is the greater of **15%** of Life Insurance in force at age **65** (with **10** years of creditable service) or, for deaths occurring on or after September **24, 1990, \$4,000**, or in the case of an employee who retired on or after September **24, 1990, \$4,500**. If the amount of Life Insurance in force at age **65** is less than **\$4,000**, or **\$4,500** in the case of an employee who retired on or after September **24, 1990**, the CGL is the amount of Life Insurance in force at age **65** or **\$500**, whichever is greater.

(2) Life Insurance— Less than 10 Years

If an employee remains employed after age **65** but has less than **10** years of creditable service under the Retirement Pension Plan, his/her life insurance will be continued subject to the reductions described in (1) above. However, if his/her seniority breaks or if he/she is on layoff in excess of twenty-five consecutive months, life insurance is discontinued: provided, however, that such an employee attains **10** years of creditable service after his/her **65th** birthday will have his/her life insurance in force at the end of the month in which he/she attains age **65** reduced and continued as provided in (1) above.

(3) Those Becoming Insured After Age 65

If an employee becomes insured after age 65, the amount of his/her life insurance (until discontinued under the provision of **(2)** above) will be determined in accordance with the Schedule of Benefits in section 3 above, subject to the reductions described in (1) above, as though he/she had been insured since age 65.

(4) Years of Participation

For the purposes of **(1)** and **(2)** above, years of participation (prior **to** age **65**) in Group Life and Disability Insurance, if any, after an employee last ceases active work before age 65, are added to creditable service under the Retirement Pension Plan in determining eligibility for and amount of Continuing Group Life Insurance.

Section 4

COMMENCEMENT OF COVERAGE

Coverage becomes effective as set forth below, provided the employee (excluding the conditions described in (a) (1) herein) has completed the full employment procedure.

(a) Employees hired or rehired The first of the month following date employed, except

(1) that if an employee hired or rehired dies as a result of bodily injuries prior **to** becoming insured for Life Insurance, Accidental Death and Dismemberment Insurance and Survivor Income Benefits, such insurance coverages shall be provided for such death but only if:

(i) a benefit would be payable for such death under section 10 if such employee were insured at the time of such injuries,

(ii) the bodily injuries are caused solely by employment with the company, and

(iii) the bodily injuries result solely from an accident in which both the cause and result are unexpected and definite **as to** time and place; and

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(2) that Extended Disability Benefit Insurance coverages do not commence until the first of the fourth month following date employed for employees hired or rehired.

(b) Employees reinstated: Date of reinstatement, if insured at last termination;

Provided, however, that if accident or sickness keeps him/her from work on the day he/she would otherwise become insured, the insurance does not take effect until the day he/she returns to work.

For an employee who does not make written application before the date that particular coverages otherwise become effective, such coverages become effective on the day he/she makes written application provided he/she is then at work, **otherwise** on the day he/she returns to work.

Provided, however, that in the event the company otherwise qualifies for a premium reduction under the Unemployment Insurance Act, coverage will be provided on the date necessary to retain the company's eligibility for Unemployment Insurance premium reduction.

Section 5

WHEN SCHEDULED AMOUNTS OF INSURANCE CHANGE

Changes in the employee's scheduled amounts of benefits as a result of changes in his/her base monthly salary rate will be made as follows:

<i>If In A</i> <i>New Insurance Bracket On</i>	<i>The Change Takes</i> <i>Effect On</i>
January 1	February 1
April 1	May 1
July 1	August 1
October 1	November 1

Provided, however, that if accident or sickness keeps him/her from work on the day the change would otherwise be effective, the change does not take effect until the day he/she returns to work.

Section 6

BENEFIT PAYMENTS

(a) General

Life and Accidental Death and Dismemberment claims are paid upon submission of satisfactory proof of death, accident **or** loss. Survivor Income Benefits are paid upon continuing proof of eligibility as a survivor. Extended Disability Benefits are paid to the eligible employee monthly following exhaustion of sick leave payments subject to receipt of due proof. Reinstated Extended Disability Benefits are paid to an eligible laid-off employee weekly subject to receipt of due proof,

Except for Survivor Income Benefits, benefit payments shall be based **upon** the employee's base monthly salary (exclusive of shift differentials, overtime, cost-of-living allowance or other extras) on the last day he/she worked preceding death or disability, or if higher, on the scheduled amounts applicable to him/her **as** described in section 5.

If an employee is assigned a lower rated job **because** of an occupational disability with a resulting loss in pay, his/her benefit payments shall be based on his/her monthly salary at the time of injury, during periods while he/she is at work and for which he/she receives weekly workers' compensation for such **loss** in pay.

(b) Incompetents

If the **person** to whom a payment is otherwise payable is incompetent or otherwise incapable of giving a valid release, the insurer may withhold payment until a guardian of such person is appointed or, at its option in the case of payments due on a weekly or monthly basis, pay any relative of such person by blood or **marriage** or any other individual or institution appearing to it to have assumed custody of such person. The liability of the insurer shall be fully discharged to the extent of such payment.

(c) Settlement Options

The amount of any valid life insurance or accidental death and dismemberment insurance claim for death shall be

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paid in one sum or in a fixed number of monthly or yearly instalments for each **\$1,000** in accordance with the settlement options made available by the insurer.

In the event that provision for payment of such a claim by instalments has not **been** made by the employee prior to his/her death, then such provision may be designated by the beneficiary last named by the employee.

(d) Recovery of Benefit Overpayments

If it is determined that any benefits paid to an employee should not have been paid **or** should have been paid in a lesser amount, written notice thereof shall be given to such employee and he/she shall repay the amount of the overpayment to the insurer.

If the employee fails to repay such amount of overpayment promptly, the insurer may arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the employee or the company at the insurer's request may make an appropriate deduction or deductions from future compensation payable by the company to the employee.

(e) Subrogation

In the event of any payment to the employee under the Life and Disability Insurance Plan for loss of income for which the employee may have a cause of action against a third party, the Trustee of the Ford Group Health Trust (the Trustees) the Administrator or the company will have their interest subrogated in this regard. This will entitle the Trustee, the Administrator or the company to be reimbursed for any amount, that the employee recovers for loss of income from the Trustees, the Administrator or the company which exceeds the employee's actual loss of income.

The employee will execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights. The employee may take no action which may prejudice the subrogation rights.

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The subrogation rights referred to above do not apply to an individual plan purchased by the employee specifically for wage loss replacement.

(f) Spouse

Wherever “wife”, “husband or “spouse” is used it shall mean the person to whom the employee is, and has been for at least one year, legally married, or if there is no such wife, husband or spouse, it shall mean a person of the opposite sex who is, and who has **been** for an immediately preceding continuous **period** of at least **one** year cohabiting and residing with the employee and publicly represented by the employee **as** his or her wife, husband or spouse.

Section 7

LIFE INSURANCE

(a) Benefit

If an employee dies from any cause while insured, the amount for which he/she is insured shall be paid to the person he/she has named **as** beneficiary. Subject to the provisions of any applicable laws, in the event the last named beneficiary dies before the employee, or if no beneficiary shall have been named, the life insurance will be paid to the employee’s wife or husband, if living; if not living, equally **to** the employee’s surviving children; if none survive, to either the employee’s mother or father, or to both equally if both survive; if there are no such survivors, **to** the executors or administrators of the employee’s estate. For the purpose of this section 7 (a) only, the **term** “wife” or “husband” shall include a wife or husband to whom the employee had been legally married for less than one year.

(b) Beneficiary Designation

Subject to the provisions of any applicable laws, an employee has the right to name the beneficiary of his/her choice, and to change his/her beneficiary at any time. The beneficiary is that designation he/she has last made **as** indicated on the records of the insurer.

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When the insurer receives notice of a beneficiary change, the change then relates back to and takes effect as of the date the employee signed such notice, according to the date shown thereon, whether or not he/she is living when the insurer received such notice, but without prejudice to the insurer on account of any payment it may have made before the receipt of such written notice.

(c) Assignment

Life Insurance is not assignable.

Section 8

TOTAL AND PERMANENT DISABILITY BENEFITS

(a) Benefit

An employee eligible for Total and Permanent Disability Benefits can elect to have his/her life insurance paid to him/her in 50 monthly installments at the rate of \$20 for each **\$1,000** of Life Insurance for which he/she is insured on the date of commencement of such disability. If an employee **returns** to work after receiving any such installments, his/her life insurance amount **will** be reinstated in an amount determined in accordance with the provisions of section 3. If he/she subsequently collects disability installments, they are to stop when their total plus the total of installments paid for any previous disability equals the amount of his/her life insurance in force at the time of the subsequent disability.

(b) Eligibility

To be eligible for Total and Permanent Disability Benefits, an employee must:

- Be totally and permanently disabled,
- Be **no** longer eligible to receive Sick Leave Payments **or** Extended Disability Benefits: provided, however, an employee shall **not** qualify earlier than the completion of the maximum period of eligibility for such benefits by reason of a waiver as provided under section 11 (f).
- Have completed at least a 4 month period of such disability,

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- Have either 10 years of creditable service under the Retirement Pension Plan or 10 years of participation under Group Life and Disability Insurance at the end of the month in which such disability begins,
 - Notify the insurer on its prescribed forms within one year from the date premiums on his/her Insurance have been paid, and
 - Submit to the insurer satisfactory written proof of such disability, as required herein.

The insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. An employee shall be deemed to be totally and permanently disabled only if he/she is not engaged in regular employment or occupation for remuneration or profit and on the basis of medical evidence satisfactory to the insurer the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the company at the plant or plants where he/she has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

(c) Benefits Upon Death

If the employee should die before all the monthly installments have been paid, the balance will be paid to his/her beneficiary in a lump sum. If all the installments have been paid, or if the unpaid balance is less than \$500, his/her beneficiary will receive \$500.

Payment of Total and Permanent Disability benefits will in no way affect any benefit the employee may be entitled to under the Retirement Pension Plan.

(d) Limitation

An employee does not qualify for total and permanent disability benefits for disability which results from service in the armed forces, unless he/she has been in employment with the company at least 10 years after separation from such service.

Section 9

SURVIVOR INCOME BENEFITS

(a) Transition Survivor Income Benefit

If an employee dies while insured for Survivor Income Benefits, leaving one or more survivors, **as** defined below, the insurer shall begin payment of not more than 24 Monthly Survivor Income Benefits ("Transition Survivor Income Benefits"), provided at least one of such survivors **is** living on the first day of the month following the employee's death and then qualifies as his/her survivor. and provided that no waiver of benefits is in force.

Effective October 1, 1993, the amount of the monthly Transition Survivor Income Benefit payable to the eligible Class A, Class B, Class C or Class D survivors of employees shall be **\$525** per month for any such benefit payable for months commencing on or after October 1, 1993 but before October 1, 1994 and **\$550** per month for any such benefit payable for months commencing on or after October 1, 1994, except that for any month in which **an** eligible **Class A** or **Class B** survivor has **a** dependent child **as** defined in subsection (a)(3) herein and for any month in which an eligible Class C survivor has no parent surviving, the amount of the Transition Survivor Income Benefit shall be **\$600** per month for any such month commencing on or after October 1, 1993 but before October 1, 1994 and **\$625** per month for any such benefit payable for months commencing on or after October 1, 1994.

For months in which two or more eligible class C or class D survivors share **a** benefit, each survivor's share is computed **as** a fraction of the benefit that would be paid to him/her **as** a sole survivor, according to his/her own eligibility for statutory benefits.

The first such benefit is payable **on** the first day **of** the month following the employee's death. Thereafter, a monthly survivor income benefit is payable on the first day in each of the next 23 months, but if on the first day of any month after the employee's death no person then living

qualifies as his/her survivor, no such benefit is payable for that month or any subsequent month.

Survivors are classified and defined as follows:

1. A "Class A Survivor" means the employee's surviving wife.

2. A "Class B Survivor" means an employee's surviving husband.

3. A "Class C Survivor" means the employee's child who at the employee's death and at the time a survivor income benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 25 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under clause (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of his/her death. A child ceased to be a class C survivor upon marrying, or if not totally and permanently disabled, upon reaching his/her 25th birthday. To qualify as the employee's child, the child must be one of the following:

(i) the employee's own child born prior to the first of the month following the employee's death,

(ii) the employee's legally adopted child or a child with respect to whom he/she had initiated legal adoption proceedings which were terminated by his/her death.

(iii) the employee's step-child who resided with him/her at the time of his/her death.

4. A "Class D Survivor" means the employee's parent for whom he/she had, during the calendar year immediately preceding his/her death, provided at least 50% of such parent's support; if such parent was

(i) the employee's father or mother by blood relationship, or

(ii) the employee's adopting parent.

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5. The survivors entitled to each monthly survivor income benefit that becomes payable under this subsection 9(a) shall be determined as follows:

(i) the employee's class A or class B survivor who is living on the first day of a month shall be entitled to the benefit payable for such month;

(ii) if neither the employee's class A or class B survivor is living on the first day of a month, persons who qualify on that day **as** his/her class C survivors, excluding any then deceased, shall be entitled **to** the benefit payable for that month; two or more such persons share the benefit equally;

(iii) if neither the employee's class A nor class B Survivor is living on the first day of a month and **no** living person qualifies on that day **as** the employee's class **C** survivor, persons who qualify on that day **as** the employee's class D survivors, excluding any then deceased, shall be entitled **to** the benefit payable for that month; two such persons to share the benefit equally.

(iv) In any case in which the class A or class B eligible survivor does not receive Survivor Income Benefits **because** of a waiver under section 9(d), any payments of Transition Survivor Income Benefits to a class C or class D eligible survivor shall be determined as if the deceased class A or class B eligible survivor had not waived such benefits. In no event, however, would any such benefit be paid to a class **C** or class D eligible survivor for any month for which Transition Survivor Income Benefits would have **been** payable to the class A or class B eligible survivor except for the waiver or for any month subsequent to **24** calendar months after date of death of the insured employee.

(b) Bridge Survivor Income Benefit

There shall also be payable in accordance with the terms and conditions of this subsection to a Class A or Class B eligible survivor, **both terms as** defined in subsections (a)(1) and (2) above, who is **45** years of age or more on the date of the employee's death, or whose age (to the nearest **1/12**)

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when combined with the employee's years of creditable service under the retirement plan, both of which to be determined as of the date of the employee's death, totals 55 or more, and who has received 24 monthly payments of the Transition Survivor Income Benefit provided in subsection (a) above, an additional survivor income benefit (hereinafter referred to as a Bridge Survivor Income Benefit). Effective October 1, 1993 the amount of the Bridge Survivor Income Benefit payable to a Class A or Class B survivor shall be \$525 per month for any such benefit payable for months commencing on or after October 1, 1993 but before October 1, 1994 and \$550 for any such benefit payable for months commencing on or after October 1, 1994, except that for any month in which the survivor has a dependent child as defined in subsection (a)(3) above, the amount of the Bridge Survivor Income Benefit shall be \$600 per month for any such month commencing on or after October 1, 1993 but before October 1, 1994 and \$625 per month for any such month commencing on or after October 1, 1994. Such benefit shall be paid as follows:

(i) The Bridge Survivor Income Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition Survivor Income Benefit is paid.

(ii) The Bridge Survivor Income Benefit will cease to be paid immediately upon the occurrence of:

(a) the death of the Class A or Class B eligible survivor,

(b) the remarriage of the Class A or Class B eligible survivor or upon such eligible survivor's acquiring a spouse within the meaning of section 6(f).

(c) attainment by Class A or Class B eligible survivor, age 65, or such lower age at which Old Age Security Benefits become payable under any Federal legislation, as now in effect or hereafter enacted or amended; or

(d) the commencement of a period covered by a waiver in accordance with (d) below.

(c) Assignment and Attachment

An employee may not assign his/her Survivor Income Benefits and his/her survivors may not assign any monthly survivor income benefit that becomes payable.

To the extent permitted by applicable law, Monthly Survivor Income Benefits shall not be subject to attachment or other encumbrance or subject to the debts or liability of any survivor.

(d) Waiver

An eligible class A or class B survivor of an employee may execute a waiver with respect to any right to receive survivor income benefits for any period by completing a waiver form furnished by the company for that purpose, regardless of the date the deceased employee last worked, such waiver being effective the first of the second month following the month in which such waiver is received by the company. **NO** survivor income benefits shall be payable for any period covered by such waiver. provided, however, any month in which a survivor income benefit is not paid because of such waiver shall be counted **as** if it is a month for which a benefit is paid under (a) above for the purpose of determining the maximum number of monthly Transition Survivor Income Benefits. An eligible class A or class B survivor may revoke such a waiver by completing the appropriate form furnished by the company, such revocation being effective with respect to Survivor Income Benefits payable on and after the first of the second month following the month in which such revocation is received by the company.

(e) Proof of Death and Entitlement

Survivor Income Benefits become payable only if due proof of the employee's death is submitted to the insurer. Payment of each monthly survivor income benefit is subject to the condition that the **person** claiming the Benefit submit to the insurer due proof of entitlement to such Benefit.

Section 10

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

(a) Benefit

If an employee has an accidental bodily injury and dies or incurs any of the other losses described below as a result of, and dies within one year of or incurs any of the other losses within two years of such accident, the employee or his/her designated beneficiary receives the following benefits, provided the employee is insured for this coverage at the time of such injury and at the time of such loss:

<i>Loss</i>	<i>Accidental Death and Dismemberment Benefit</i>
Accidental death or accidental loss of more than one of the following: hand, foot, or sight of an eye.	Equal to principal amount of Life Insurance in force.
Accidental loss of one of the following: hand, foot, or sight of an eye.	Equal to one-half principal amount of Life Insurance in force.

LOSS of a hand or a foot means **loss** by severance at or above the wrist or ankle joint; and loss of sight of **an** eye means total and irrecoverable loss of sight.

It is further provided, however, that if the loss suffered by an insured employee is such that the employee or his/her estate is entitled to indemnity or compensation under a Workers' Compensation Act (but not including flight in an aircraft owned or leased by the company or while travelling outside of Canada or the U.S.A.) the amount payable for such loss shall be twice **the** amount determined from the above schedule.

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(b) Definition of Accidental Injury

Accidental injury is one that occurs directly and solely through external, violent and accidental means.

(c) Examination

In the case of dismemberment claims, the insurer has the right as often as it may reasonably require to examine the employee at its expense while the claim is pending. It also has the right to make an autopsy, where not forbidden by law, in connection with accidental death claims.

(d) Limitations

No payment shall be made for any loss caused wholly or partly, directly or indirectly, by:

- Disease, or bodily or mental infirmity, or medical or surgical treatment thereof,
- Any infection, except infection caused by an external visible wound accidentally sustained,
- Self-destruction or intentionally self-inflicted injury while sane or insane,
- ~~War~~, or any act of war, whether declared or undeclared,
- The employee's act of aggression, participation in a felonious enterprise or illegal use of drugs.

The total amount payable on account of more than one of the losses listed in (a) above sustained in any one accident shall not exceed the amount equal to the principal amount of the life insurance in force.

(e) Assignment

Accidental Death and Dismemberment Insurance is not assignable.

Section 13

EXTENDED DISABILITY BENEFITS

(a) Eligibility for Benefits

An employee who exhausts sick leave payments at full salary under article 20 and who, at the time he/she exhausts such payments and during a continuous period of

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disability thereafter, is totally disabled as defined in (c)(1) below receives monthly Extended Disability Benefits for the period described in (c) below.

Certain employees not eligible for sick leave payments under article 20 may be eligible for limited benefits as described in section 15.

(b) Amount of Benefit

The extended disability benefit is payable at the rate of 50% of base monthly salary during the first 2 months of disability benefit payments, 60% of base monthly salary during the following 10 months of disability benefit payments and at the rate of 50% of base monthly salary during the balance of the entitlement period. ~~Base~~ monthly salary for purposes of this section shall be the base monthly salary in effect at the commencement of disability, except, with respect to employees last at work on or after December 1, 1984 and prior to September 15, 1987, "base monthly salary" for purposes of establishing extended disability benefits is reduced by \$104.00.

Provided, however, that in the event the company otherwise qualifies for a premium reduction under the Unemployment Insurance Act, the above disability benefit payments (including any payments under article 20) shall not be less than the amount necessary to retain the company's eligibility for Unemployment Insurance Premium reduction.

(1) The "Total Benefits Rule" becomes effective after sick leave payments under article 20 cease and provides that if the total monthly benefits to which an employee is entitled from company and governmental sources (including Workers' Compensation but excluding permanent partial payments for an unrelated work-related disability) exceed the applicable percentage of base monthly salary set out below, the extended disability benefits payable will be reduced by the amount of such excess.

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<i>Retirement Pension Plan Creditable Service</i>	<i>Percentage of Base Monthly Salary</i>
Less than 20 years	70%
20 years or more	75%

(2) Extended disability benefit computations will presume eligibility for and receipt of statutory disability benefits under any existing or future federal or provincial legislation providing for such benefits. Amounts deducted from extended disability benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied, provided, however, that a reduction in extended disability benefits is made in an amount equal to statutory disability benefits (benefits of disabled contributor only) that would have been payable except for refusal to accept vocational rehabilitation services.

No such reduction will be effective during the first 12 months of disability benefit payments.

Effective with respect to benefits payable to an employee:

(i) for the 14th and subsequent months of a disability period on or after April 1, 1971 regardless of when the employee last worked, the amount of the benefit from governmental sources under subsections (b)(1) and (2) above shall not be increased subsequent to the first day for which the reduction under this subsection is effective. If the amount of such an increase is a result of a correction of the original determination of the amount an appropriate adjustment shall be made.

(ii) for disabilities after September 30, 1976, regardless of when the employee last worked, the amount of the benefit payable under the Retirement Pension Plan with respect to the "Total Benefits Rule" is not increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase is not disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iii) last at, work on or after December 1, 1984 and prior to September 15, 1987, "base monthly salary", for purposes of the "Total Benefits Rule" referred to in section, 11(b)(1) above, shall be reduced by \$104.00.

(3) Benefits payable for less than a full calendar month are pro-rated on the basis of the ratio of working days of eligibility to total working days in the month.

(4) The insurance company may require each applicant or recipient of extended disability benefits to certify or furnish verification of the amounts of his/her income from sources listed in (b) (1) above. The amount of any extended disability benefit payments in excess of the amount that should have been paid, after reduction for such other benefits, may be deducted from future extended disability benefits.

(c) Commencement and Duration of Benefits

(1) Benefits are payable when a disabled employee has exhausted sick leave payments at full salary under article 20, or has exhausted the weekly benefits for which the employee was eligible under the provisions of section 15 below, and is

(i) under a doctor's care; and

(ii) during the first 12 months of disability, is unable to perform all duties of the employee's occupation; or

(iii) after the first 12 months of disability, for an employee to be deemed totally disabled, by accidental bodily injury or sickness, the employee must either (1) be unable to engage in any gainful occupation for which he/she is reasonably qualified by education, training and experience, or (2) not be engaged irregular occupation or employment for remuneration or profit and be prevented by bodily injury or disease from engaging in any regular occupation or employment with the company at the plant or plants where he/she has seniority.

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The requirement that an employee be under a doctor's care shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved for benefits under the H-S-M-D Program furnishes the insurance company with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine.

(2) The minimum period of eligibility for extended disability benefits is 12 months except as noted below. The maximum period during which extended disability benefits may be payable shall be: (i) in the case of an employee at work on or after December 1, 1984, who has ten or more years of seniority as of the day on which disability commenced, the number of months terminating with the end of the month in which the employee attains age 65; and (ii) in the case of an employee who has less than ten years of seniority as of the day on which disability commenced, a period equal to the employee's full months of seniority at commencement of disability. In any event, extended disability benefits shall not be payable beyond the date of the employee's death, the first of the second month following the month in which the employee attains age 65, or the time that he/she no longer satisfies the disability requirement. For an otherwise eligible employee with less than 12 months continuous service, extended disability benefits will be payable for a period equal to his/her period of employment from date of hire or rehire to date of commencement of disability. In the event that such an employee is confined to a hospital or is in receipt of lost time benefits because of employment with the company under workers' compensation laws or other laws

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providing benefits for occupational injury **or** diseases, but excluding specific allowance for loss or 100 percent loss of use of a bodily member or permanent partial disability payments for a work-related disability unrelated to the disability for which extended disability benefits **are** payable benefits will continue to be payable while he/she continued to be **so** confined or to receive lost time benefits but in **no** event after 12 months of such benefits (for pregnancy **see** (g) **below**) have **become** payable for the same period of disability. If an employee's return to work with the company is not effective to qualify him/her for a new **period** of sick leave payments (i.e. an ineffective **return to work**) or if he/she engages in some gainful occupation or employment other than one for which he/she is reasonably qualified by education, training or experience, his/her satisfying of the disability requirement shall not be deemed to end but his/her extended disability benefit shall be suspended for the period of the ineffective return to work or the period he/she engages in such occupation or employment.

(3) If monthly extended disability benefits payable to **an** employee who was at work on **or** after October 1, 1974, and commenced receipt of extended disability benefits **on** or after October 1, 1975, are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the company, he/she again becomes disabled **so** as to satisfy the disability requirement, monthly extended disability benefits are resumed.

(4) **For** purposes of applying the maximum **period** for **monthly extended disability** benefits, a month in which **such benefits are partially** or wholly offset by benefit payments from sources listed in (b) (1), above, or **suspended** under (c) (2) above, or not paid between periods of disability under the circumstances described in (c) (3), above, are counted as a full month. Fractions of the first and last month are counted **as** fractions of a month.

Appendix B - continued

(5) The Cumulative total number of months during any previous periods of eligibility for extended disability benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible when extended disability benefits again commence.

(d) Rehabilitation

There is **no** ineligibility for extended disability benefits because of **work** which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) Proof of Disability

The insurer may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining his/her initial or continuing disability:

(f) Waiver

An employee may waive irrevocably any right he/she may have to receive extended disability benefits with respect to any period of disability by completing a waiver form furnished by the Insurer for that purpose. **No** extended disability benefits shall be payable for any period of disability covered by such waiver.

(g) Pregnancy

Extended disability benefits shall be payable while an employee is on an authorized pregnancy leave of absence or could be placed on a pregnancy leave of absence by the company in accordance with any pregnancy leave provision of the relevant provincial statutes.

Section 12

WHEN AN EMPLOYEE STOPS WORKING FOR ANY REASON BEFORE AGE 65

(a) Quit or Discharge

Coverage for an employee whose employment is terminated, except as provided under other subsections of this section 12, shall terminate as follows:

Appendix B - continued

(1) For an employee whose employment is terminated by quitting **or** being discharged, coverage terminates as of the date he/she quits or is discharged, except that for a discharged former employee who has a grievance pending to protest his/her loss of seniority, coverage terminates as of the end of the month in which employment terminates;

In the **case** of an employee whose grievance is withdrawn **and** the employee is undergoing treatment for substance abuse, such employee for the period of treatment, may continue coverage of Group Life Insurance by **paying the premiums listed** under **schedule II** in **section 12(1)**;

(2) **For** an employee whose employment is terminated for failing to **report** or overstaying leave, coverage terminates **as** of the end of the month in which seniority is **broken**;

(3) For an employee whose employment is terminated for **reasons** not otherwise provided for in this section 12, coverage shall terminate as of the end of the month in which employment is terminated;

(4) If **an** employee is suspended or on strike, all the insurance **referred** to in section 1 will be continued **at** the sole expense of the company for 1 month following the month in which the suspension or strike commenced.

Life insurance and Survivor Income Benefits coverages remain in effect for 31 days following the employee's last day worked, except that under the circumstances set out in (a)(4) above life insurance and Survivor Income Benefits remain in effect for 31 days following the end of the **period** for which the company has continued such coverages.

(b) Layoff

If an employee is laid off, all of his/her insurance coverages will be continued for one month after the month in which he/she **was** laid off.

In addition, life insurance, Accidental Death and Dismemberment Insurance and Survivor Income Benefit coverage shall be provided for a laid **off** employee without cost to him/her during a layoff meeting the conditions of

Appendix B - continued

section 1.02 of the Supplemental Unemployment Benefit Plan on the basis of the greater of: (i) one full calendar month of layoff (for which he/she receives no pay), not to exceed twenty-four months, for each full four weeks of regular benefits to which the employee's credit units would entitle him/her, pursuant to the Supplemental Unemployment Benefit Plan on the basis his/her seniority and the Credit Unit Cancellation Base as of the last day worked prior to layoff or, if an employee is initially credited during such layoff with credit units under the SUB Plan his/her entitlement shall be established as of the date such credit units are credited, or (ii) the number of months of coverage, up to a maximum of twenty-four months, for which he/she would be eligible on the basis of his/her years of seniority as of the last day worked prior to layoff, in accordance with the following table:

<i>Years(s) of Seniority on Last Day Worked Prior to Layoff.</i>	<i>Maximum Number of Months for Which Coverage will he Provided Without Cost to Employee</i>
Less than 1	0
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 but less than 10	12
10 and over	24

Such months of coverage under the above formula shall be for months following the last month for which coverages were provided under the first paragraph of this subsection (b). If he/she remains on layoff beyond the period for which coverages are provided hereunder, he/she may continue Life Insurance, Accidental Death and Dismemberment Insurance and Survivor Income Benefit

Appendix B - continued

coverage for up to an additional twelve months of layoff by paying the applicable contributions referred to in (1) below.

(c) Leave of Absence (Other ~~Than~~ Sickness or Accident)

If an employee goes **on** approved leave of absence, except an employee serving in the capacity of national union representative, all of his/her insurance coverages will be continued for the first full month of the leave. Throughout the rest of an approved non-medical leave **of** absence, such an employee can continue all **of** his/her insurance coverages in force by paying the applicable contributions referred to in (1) below.

If an employee goes **on** an approved leave of absence in accordance with ~~article~~ 19.02 of the Collective Agreement while serving in the capacity **of** national union representative, he/she may continue Life and Accidental Death and Dismemberment Insurance and Survivor Income Benefits coverage by paying the applicable contributions referred to in (1) below.

(d) Pregnancy

During the period of an absence due to pregnancy the company will continue all of an employee's insurance coverages in force through the duration of the approved leave.

(e) Leave of Absence Due to Sickness or Accident

In the case **Of** an employee **on** leave of absence due to sickness or accident, the company will continue all of his/her insurance coverages then in force for a period equal to his/her seniority when such absence commenced; provided however, that if an employee's leave of absence is cancelled because the period of such leave equalled the length of his/her seniority the company shall continue to make contributions for the employee's insurance for **any** month in which the employee continues to receive extended disability benefits provided under section 13 of the insurance program subsequent to such cancellation.

Appendix B - continued

(Extended Disability Insurance terminates when maximum duration of benefits is reached). In the event extended disability benefits cease, pursuant to the insurer's medical examination, while an employee's doctor continues to certify to total disability and if the employee remains on leave of absence due to sickness or accident, Extended Disability shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have **been** payable at the onset of disability as set forth in section 11(c), Commencement and Duration of Benefits.

If an employee remains continuously and totally disabled beyond the period for which the company pays the entire cost, he/she may continue his/her Life and Accidental Death and Dismemberment Insurance in force by paying the applicable contributions referred to in (1) below.

If an employee is placed on an approved leave of absence due to sickness or accident **as** a result of a recall from layoff, the company will provide Life and Accidental Death and Dismemberment Insurance and Survivor Income Benefits coverage for any month while he/she remains totally and continuously disabled and on a leave of absence due to sickness or accident on the same basis **as** if he/she ceased active work because of disability.

If an employee qualifies for, and elects to receive monthly Total and Permanent Disability Benefits, Accidental Death and Dismemberment Insurance is not continued after such Benefits begin.

(f) Early and Special Early Retirement

If **an** employee retires early under the Retirement Pension Plan, the company will continue his/her Life and Accidental Death and Dismemberment Insurance in force to age 65.

(g) Disability Retirement

If an employee retires under the Disability Retirement provisions of the Retirement Pension Plan, the company will

Appendix B • continued

continue his/her life insurance and Survivor Income Benefits coverage until age 65. The company will also continue his/her Accidental Death and Dismemberment Insurance until age 65 unless he/she elects to receive the Monthly Total and Permanent Disability Benefit.

(h) Uninsured Retirees

An uninsured employee retiring before age 65 under the Retirement Pension Plan without returning to work from layoff or leave of absence shall become insured, if he/she is then under age 65, on the first day of the month following the month in which seniority is broken because of such retirement for the same coverages he/she otherwise could have continued at the time of his/her retirement in the amount he/she had in force while last working. Such coverages shall then be continued as provided in (f) or (g) above.

(i) Termination (Excluding Retirement) Within Five Years of Normal Retirement

If the employment of an employee terminates for any reason (except retirement) within five years of his/her normal retirement date (or earlier, if he/she is still insured within five years of his/her normal retirement date) and he/she has at least five years of creditable service under the Retirement Pension Plan as of the date which precedes by five years his/her normal retirement date, he/she may continue life insurance, Survivor Income Benefits coverage and Accidental Death and Dismemberment Insurance until his/her normal retirement date by paying the applicable contributions referred to in (l) below based on the amount of life insurance he/she had in force while working unless terminated for total and permanent disability in which event the company will pay the cost.

(j) While a Grievance is Pending

While an employee has a grievance pending to protest his/her loss of seniority from discharge, failure to report or overstaying leave under section 13.06(b), (c) or (d), or has

been suspended, he/she may continue his/her life insurance, Survivor Income Benefits coverage, and Accidental Death and Dismemberment Insurance after the last month for which the company has contributed by paying the applicable contributions referred to in (l) below. If he/she is reinstated or his/her period of suspension is reduced, the company will reimburse him/her for premium payments that the company would have paid had he/she remained at work.

(k) Limitations

1. Age

Contributions, if any, which an employee may make for continuing any of the insurance coverages under any of the situations described in this section 12, may not be continued beyond the month in which he/she becomes age 65. At the end of such month, all insurance other than life insurance terminates and his/her life insurance becomes subject to the provisions of section 3(b).

2. Work Elsewhere

No insurance will be continued while an employee is working elsewhere except if he/she qualifies under subsection (f), (g), (h), (i) or (j) of this section. or if he/she is on leave of absence for political office or union business, or for any month for which the company continues coverage without contribution by the employee.

(l) Payment of Premiums

In all of the circumstances described in this section (except (a)) the company pays all or part of the premium. An employee must contribute his/her portion of the premium in order to keep his/her insurance in force when required to do so. Monthly contribution required and the amount payable are as follows:

Appendix B - continued

	<i>Company Pays</i>	<i>Employee Then Contributes In Accordance with the Appropriate Contribution Schedule Below</i>
(1) Quit or Discharge	—	—
(2) Layoff	First month and the further period provided in (b) above	II
(31) Leave of Absence, except Medical & Union Leave	First Month	I
(41) Union Leave of Absence (Local Union)	First Month	III
(5) Union Leave of Absence (National Representatives)	Through month in which leave is issued	IV
(6) Pregnancy	Duration of the approved leave	II
(7) Medical Leave of Absence	Length of absence due to disability but not to exceed a period equal to seniority	II
(8) Early & Special Early Retirement	<i>Entire Period</i>	—
(9) Disability Retirement	<i>Entire Period</i>	—
(10) Termination Within 5 Year of Normal Retirement Date	—	II
(11) While a Grievance is Pending	—	II

Schedule I

Extended Disability coverage plus Life, A.D. & D. Survivor Income Benefit and T. & P.D. at 95 cents per month per \$100 monthly Extended Disability benefit plus 50 cents per month per \$1000 of Life Insurance.

Schedule III

Extended Disability coverage plus Life, A.D. & D. Survivor Income Benefit and T. & P.D. at 95 cents per month per \$100 monthly Extended Disability benefit plus 60 cents per month per \$1000 of Life Insurance.

Schedule II

Life, A.D. & D. Survivor Income Benefit and T. & P.D. at 50 cents per month per \$1000 of Life Insurance.

Schedule IV

Life, A.D. & D. Survivor Income Benefit and T. & P.D. at 60 cents per month per \$1000 of Life Insurance.

Monthly **Contribution Rates:**

The monthly contribution an employee **is** required **to** pay depends **upon** the insurance coverage in force when **he/she** ceased work and the kinds of insurance which can be continued.

Section 13

CONVERSION OF LIFE INSURANCE

(a) If all of an Employee's Life Insurance Terminates After **he/she** Ceases Active Work but Before Age 65

If an employee ceases active work and is eligible for continued insurance beyond **the** end of the month in which **he/she** ceased active work, as provided under section 12, **his/her** Group Life Insurance, including Survivor Income Benefits coverage, will stay in force

- 31 days following the end of the period for which the company pays the full cost, or

- if **he/she** is eligible to continue **his/her** insurance for an additional period beyond such month, 31 days following the end of the month for which premium contributions are paid and accepted, except that Survivor Income Benefits remain in force only as provided in section 12 (g), after **he/she** retires under the Retirement Pension Plan.

If an employee ceases active work and is not eligible for continued insurance beyond the end of the month in which **he/she** ceases active work, as provided under section 12, **his/her** life insurance, including Survivor Income Benefits coverage, will stay in force 31 days **following** **his/her** last day worked.

During the applicable 31 day period, an employee may convert, without medical examination, to any individual policy of life insurance then customarily issued by the insurer, except term insurance (other than term insurance which is limited to a one-year convertible term plan). This is done by making application and paying the required premium to the insurer. The premium for the individual policy will be that required by the class of **risk** to which the

Appendix B - continued

employee belongs, the form and amount of the individual policy, and his/her age. The maximum amount of the individual policy will be equal to the amount of his/her Group Life Insurance, including Survivor Income Benefits in force on the day immediately preceding the 31 day period during which he/she can convert to an individual policy. However, the individual policy may be in any lesser amount (minimum **\$500**) that he/she selects.

In determining the maximum amount of individual life insurance to which an employee may convert, the total of all monthly survivor income benefits that would have become payable to his/her Survivors under section 9 had he/she died on the day before the 31 day period for converting will be included assuming that persons who would then have qualified as his/her survivors did not become ineligible for such benefits because of marriage or death.

(b) If Employment Terminates **at** or After Age 65

An employee may convert to an individual policy of life insurance, without medical examination, as described in subsection (a) above, if his/her employment terminates at or after age 65, except that

1. he/she must apply and pay the first premium for the individual policy within 31 days following his/her termination date, and

2. the maximum amount of the individual policy to which he/she may convert is reduced by the amount of Continuing Group Life Insurance for which he/she becomes eligible, and

3. when the individual policy becomes effective, his/her Group Life Insurance remaining in force will be reduced by the amount of such individual policy.

During the 31 day period of converting in accordance with this subsection (b), his/her Group Life Insurance, including Survivor Income Benefits, stays in force, except that Survivor Income Benefits do not stay in force after he/she retires under the Retirement Pension Plan.

Section 14

TERMINATION OF INSURANCE

An employee's insurance under this plan will terminate on the earliest of the following dates:

- (a) The date the group insurance contract terminates;
- (b) The date of expiration of the period for which the employee's last premium contribution (if any is required) is made;
- (c) The end of the month in which the employee is transferred to an ineligible class of employees;
- (d) With respect to each insurance coverage, the date the provision of the group insurance contract relating to such insurance coverage terminates;
- (e) With respect to Accidental Death or Dismemberment Insurance, the date Total and Permanent Disability payments become payable;
- (f) The end of the month in which he/she ceases active work unless he/she continues his/her insurance coverages as provided in section 12;
- (g) The end of the day on which he/she quits or is discharged unless he/she has a grievance pending to protest the **loss** of his/her seniority.

Section 15

REINSTATEMENT OF EXTENDED DISABILITY BENEFITS DURING LAYOFF

(a) Benefit

The weekly disability benefit shall be equal in amount to the applicable extended disability benefit calculated on the basis of **4.33** weeks per month.

(b) Eligibility Requirement

Extended Disability Insurance shall be reinstated, subject to the modifications set forth herein, for **an** employee who:

Appendix B - continued

- becomes wholly and continuously disabled by accidental bodily injury or sickness while **on** a qualifying layoff as defined in the Ford-CAW Supplemental Unemployment Benefit Plan (**SUB**Plan) and while insured for life insurance,
- has **been** eligible for a regular benefit under the SUB Plan, or ineligible solely because of allocation of vacation pay **as** earnings, or has been employed by another employer, immediately prior to the employee becoming disabled,
- applies for the benefit and furnishes the insurer with satisfactory **proof** of disability, and with respect to each week for which a benefit is claimed the employee must:
 - be unable to perform all duties of his/her occupation,
 - be under a doctor's care,
 - have to the employee's credit at least **a** credit unit under the Ford-CAW Supplemental Unemployment Benefit Plan.

The requirement that an employee be under a doctor's care shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved for benefits under the H-S-M-D Program furnishes the insurance company with certification of disability. **provided** either by **the** facility's physician director, or by a physician consultant selected by the facility, based **on** information furnished by and upon the recommendation of, the therapist who is supervising the employee's therapy. **For** such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine.

(c) Payment of Benefits

Benefits **start** on the first day following the last day for which a regular benefit was payable to the employee if he/she was receiving regular benefits immediately prior to his/her becoming disabled, otherwise on the first day of qualifying disability. **No** benefit shall be payable beyond the time that the employee **no** longer satisfies the disability requirement except that, if he/she remains **on** qualifying

Appendix B - continued

layoff under the **SUB** Plan, benefits shall be payable for remaining days in the same Week as defined in the SUB Plan for which he/she does **not** receive a regular benefit.

(d) Suspension or Reduction of Benefits

No benefit shall be payable for any week in which

- the employee receives a sick leave payment or extended disability benefit under section 11 of this program, or

- the Credit Unit Cancellation Base is below the applicable dollar amount at which supplemental unemployment benefit is payable in accordance with the employee's seniority as provided in section 2.04 (b) of the Supplemental Unemployment Benefit Plan.

The benefit for any week shall be reduced by the amount of any disability benefit he/she receives for the same week under a plan financed in whole or in part by another employer, and also by the amount of any unemployment insurance benefit he/she receives or is eligible to receive for the same week.

(e) Other

Except as specifically modified herein benefits **under** this section 15 shall be governed by the applicable provisions of section 11.

Section 16

DATA

Each year the company will furnish or will request the insurer to furnish the union the following information;

(1) Number of employees insured for Life (under age 65 **only**) and Extended Disability Benefit Insurance by insurance bracket and by coverage and total aggregate insurance in force for each such coverage and for Accidental Death and Dismemberment Insurance during a **representative month** in the preceding policy year;

(2) Number of employees age 65 and over insured for life insurance and aggregate insurance in force, by

Appendix B - continued

insurance bracket and age, during a representative month in the preceding policy year;

(3) Average number of lives insured for Life (under age 65 only), Extended Disability, and Life (age 65 or over) Insurance, by coverage in the preceding policy year;

(4) Unit premiums, total premiums paid, claims paid, increase in claim reserves, and claims incurred, by type of coverage, for the preceding policy year;

(5) Increase in reserves, by type of reserve, during the preceding policy year and amount of reserves by type of reserve, at the end of the preceding policy year:

(6) Interest allowed on reserves, expenses and taxes, net cost. refund of excess premiums and employee contributions for the preceding policy year;

(7) Separately for Life and Accidental ~~Death~~ and Dismemberment Insurance, the number of insured deaths by total amount paid (in \$500 brackets), and age (in 5-year brackets) and ~~sex~~ of deceased for the preceding calendar year;

(8) Number of survivor income benefit claims, separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits, with the first payment made during the preceding calendar year, by survivor class and by age of survivor at date of employee's death;

(9) For survivor income benefit claims with the first payment made during the preceding calendar year, the present value at commencement of such claims, separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits;

(10) For survivor income benefit claims terminated during the preceding calendar year, the number of claims, the average number of payments made, and total amount

Appendix E - continued

paid, by reason of termination (death, marriage, maximum payment, age), separately for such claims which involve transition benefits only and for such claims which involve both transition and bridge benefits;

(11) With respect to extended disability benefit claims for which first payment was made during the preceding policy year, number of claims, average gross monthly benefit, average monthly amount of each benefit offset (Workers' Compensation, C.P.P., Other) and average net monthly benefit, by sex, by age (5-year brackets) and full years of seniority:

(12) For extended disability benefit claims terminated during the preceding policy year, the number of claims and the average number of payments made, by reason of termination (recovery, death, age 65, maximum duration, waiver), by age at commencement of benefit (5-year brackets), and sex.

Section 17

GROUP INSURANCE CONTRACT

A representative of the company and the union will sign and approve a copy of the group insurance contract and any riders or amendments thereto.

Section 18

INFORMAL PROCEDURE FOR REVIEW OF CLAIMS

The informal procedure for review of denied claims applies to all claims, whether initially denied or denied after some payment has been made.

1. group insurance representative to send formal notification letter to any employee whose extended disability payments are denied or terminated.

2. The letter advising employee of denial of claim will also inform him/her if he/she has any questions regarding the denial they may be referred to the plant group insurance office.

Appendix B - continued

3. Upon request, the group insurance office will advise what, if anything, the employee can do to support his/her claim.

4. The employee may request a union representative to discuss the claim with management.

5. Upon request, a representative of management will review the employee's case with the union representative. At this meeting, there will be furnished to the union representative all the material pertinent to the claim including any detailed explanations of the reason for the denial of the claim.

6. If after discussion with the management representative, the union representative contests the disposition of the case, he/she can refer the case to the president of the appropriate local or his/her designated representative for discussion with the Manager, Health Insurance Claims Department of London Life Insurance Company. At such time he/she should advise local management of his/her intention. The president of the local will also notify the National Secretary-Treasurer CAW, and the Manager, Personnel Services of the company who will review the case and advise the Manager, Health Insurance Claims Department, London Life of their views which are to be considered by the insurance company in its review of the claim.

7. If the case is not resolved following discussion with the Manager, Health Insurance Claims Department, London Life Insurance Company, the company and the president of the appropriate local or his/her designated representative will review the case and if they are unable to resolve the case, the company at the request of the union will request a review by London Life Insurance Company and will incorporate in such request the union's position. Such review will be conducted by a committee of three London Life Insurance Company employees, at least one of whom shall be an officer of London Life Insurance Company.

Appendix B - continued

8. The London Life Insurance Company will report to the union and the company its action as the result of such review.

Section 19

COMPANY-UNION COMMITTEE

A committee composed of two members designated by the union and two members designated by the company shall be established to study and evaluate the group Life and Disability Insurance Program and to make recommendations to the parties to the Collective Agreement regarding implementing pilot programs and making modifications to the program for the purpose of improving the functioning of the program and to reduce costs while continuing to provide the level of the benefits under and consistent with the intent of the program. In the performance of its duties, this committee shall consult and advise with representatives of organizations providing the group life and disability insurance benefits and services and keep the parties to the Collective Agreement informed with respect to the problems which arise in the operation of the program.

January 1, 1974

Mr. D. Hebert
President Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

The union members of the Insurance Subcommittee raised several questions concerning the administration of Extended Disability Benefits claims during 1973 negotiations. The replies to these questions are recorded below:

1. The company stated that it will ask the insurer to ~~delete from~~ the next printing of the Insurer's Application for Total Disability Benefits from the following words at the top **of** the Attending Physician's Statement: "The patient is responsible for securing this form and for any charge made for its completion". Removal of this statement shall not relieve the patient of his responsibility for paying any charge for the completion of this form.

2. The company agreed that it would notify the union of any major changes by the insurer in administrative practices affecting Total Disability Benefits or changes in forms and provide a reasonable length of time for the union to discuss.

3. ~~The insurer~~ has agreed that, as **soon as** practicable, it will institute a revised procedure whereby, if a Supplementary ~~Report~~ of Attending Physician is **required**, ~~this form will be mailed to the employee~~ **one** week prior to the mailing of the final **payment** of extended disability benefits.

Yours very truly,
J. Paterson
Industrial Relations Manager
Windsor Operations

December 1, 1976

Mr. D. Hebert
Chairman of the Negotiating Committee
Local 240 (UAW)
Windsor, Ontario

Dear Mr. Hebert:

This will confirm our understanding with respect to proof of claim for Extended Disability Benefits in the case of an employee who (1) is under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved by O.H.I.P. or in an appropriate facility approved by the company's Chief Medical Officer and (2) meets all the conditions of eligibility for Extended Disability Benefits set forth in section 11 of the Group Life and Disability Insurance Program if he is deemed to be under a doctor's care.

The company will arrange with the London Life Insurance Company to consider as proof of claim a certification that such an employee is wholly and continuously disabled and unable to perform all duties of his occupation, when such certification is provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by and the recommendation of the therapist who is supervising the employee's therapy. The physician director or physician consultant furnishing such certification shall be a licensed doctor of medicine.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
J. Paterson
Industrial Relations Manager
Windsor Operations

October 16, 1982

Mr. D. Hebert
Chairman of the Negotiating Committee
Local **240 (UAW)**
Windsor, Ontario

Dear Mr. Hebert:

During the **1982** negotiations, the company and the union discussed the benefit levels for employees who became disabled prior to January 1, **1974** and who are eligible for extended disability benefits on October **16, 1982**.

The company agreed that, notwithstanding the provisions of section **11(b)**, an employee who is not entitled to a disability benefit under any existing or future provincial or federal legislation for a month of disability on or after October 16, 1982 shall receive the applicable amount for such month determined in accordance with the Schedule of Benefits in effect at the commencement of the employee's disability increased by \$100 and subject to reductions in accordance with subsection (b).

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee
Local 240 International Union, United
Automobile, Aerospace and Agricultural
Implement Workers of America (UAW)
1855 Turner Road
Windsor, Ontario
N8W 3K2
Dear Mr. Campbell:

During the 1984 negotiations, the company agreed that, with respect **to** medical examinations requested by the insurance company **in** accordance with section 8(b) and **section** 11(e) of appendix 'B' **to the** Collective Agreement, an employee whose residence is located more than sixty-four (**64**) kilometres **from** the office where a medical examiner will perform the examination will be **reim-**
bursed, upon request, at the **rate** of eighteen cents (**18¢**) per kilometre for kilometres actually driven from his residence **to** such physician's office and back by the most direct route.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee
Local 240 International Union, United
Automobile, Aerospace and Agricultural
Implement Workers of America (UAW)
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr. Campbell:

During these negotiations the company and the union discussed a proposal to provide an Integrated Disability Benefit which would incorporate disability benefits now provided under the Pension Plan, the SUB Plan and the Ford Canada Insurance Program. However, there was not sufficient time during these negotiations for the parties to work out the involved details necessary to provide such a benefit.

Therefore, the parties have agreed to study the proposal and, if mutually agreeable, to jointly work out the provisions and procedures necessary to implement an Integrated Disability Benefit under the Ford Canada Insurance Program at the earliest practicable date. The benefit would be provided without disruption of any existing levels of benefits available to employees and retirees.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Concur: L. Campbell

September 24, 1990

Mr. R. Jacques
Chairperson of the Negotiating Committee
Local 240 National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW - Canada)
3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

Effective June 27, 1971, cash sickness benefits were provided under a revision to the Federal Unemployment Insurance Act, Bill C-229, to employees absent from work due to non-occupational illness. The parties agreed by letter dated January 15, 1973 as follows:

“Subject to conditions remaining as at present, the company will continue to make salary payments and provide disability insurance for all eligible employees as currently provided in article 20 of the Collective Agreement dated February 1, 1971, notwithstanding the introduction of disability benefits under the Unemployment Insurance Act, 1971, and the present Regulations made thereunder”.

It is understood and agreed that the above agreement will continue and be applicable to the Collective Agreement between the parties dated December 1, 1984.

Such continuation of salary payments and disability insurance are not to prejudice any right of the company to exercise any of the options provided under the Collective

Appendix B - continued

Agreement between the parties dated December 1, 1984 related to federal or provincial cash sickness laws now or hereafter provided.

Yours very truly,
R. D. Esch
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

September 24, 1990

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

~~Dear~~ Mr. Jacques:

The surviving spouses of employees who elect to take a lump sum pension payment in accordance with the Ontario Pension Benefits Act of 1987, are eligible for a residual monthly pension benefit and would otherwise meet the eligibility requirements for Transition and/or Bridge Benefits under the Group Life and Disability Insurance Program, will be given the option to choose which benefit to receive. Such surviving spouses who choose to receive benefits under the insurance plan will become eligible

again to receive the pension benefit following the exhaustion of eligibility for insurance benefits.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Concur: R. White

October 18, 1993

Mr. R. Jacques
Chairman of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the current negotiations, the union requested clarification of the company's position with respect to the treatment of a surviving spouse in the situation where an employee has been cohabiting with a person of the opposite sex, legally marries such person and the employee subsequently dies prior to meeting the requirement of being legally married for at least one year prior to the death of such employee.

Notwithstanding the provision of section 6(f) of the Group Life and Disability Plan, any continuous period of time the employee and the person of the opposite sex had

Appendix B - continued

been cohabiting and residing together, and such person was being publicly represented by the employee as his **or** her spouse during the period immediately preceding the employee's legal marriage to such person, will be included in the **period** of time which may be used to satisfy the requirement to be legally married for at least one year prior **to** the death of the employee.

Yours very truly,
R. E. Poynter
Employee Relations Manager
Windsor Operations

Concur: **R. Jacques**

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW - Canada)
3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

This is to confirm our understanding concerning the ultimate amount of Life Insurance after age **65** (Continuing Group Life Insurance) for employees who retired under the Ford-CAW Retirement Pension Plan prior to **September 24, 1990**. It was **agreed** that the minimum amount of Continuing Group Life Insurance (CGL) for such retired employees if (1) living **on** September **24, 1990** and (2) otherwise eligible for CGL after age **65**, shall

Appendix B - continued

be **\$4,000**; provided,, however, if the amount of Life Insurance in force at the end of the month such a retired employee attained (or attains) age 65 is less than **\$4,000** because of a Total and Permanent Disability payout of Life Insurance, the CGL amount is the amount of Life Insurance in force at age 65 or **\$500**, whichever is greater.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW - Canada)
3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During these current negotiations the union has expressed concern over the income of certain disabled employees.

To this end the company has agreed to review the current total monthly income of certain disabled employees who are receiving Extended Disability Benefits. The review will include a determination of the total monthly

Appendix B - continued

income which will include any company pension benefit, Extended Disability Benefit, CPP/QPP benefits and any Workers' Compensation Benefits received.

The company agrees to pay to the employee the difference between the total of these benefits and \$1,200 per month. This special payment will be effective beginning January 1, 1994 and will be made from the Extended Disability Benefit Plan. This payment will continue as long as the employee is entitled to Extended Disability Benefits or until future increases in the CPP/QPP, the pension plan, Extended Disability Benefits or the Workers' Compensation benefits increase the employee's gross monthly income beyond \$1,200.

It is further understood that the employee will be required to provide either a copy of a current CPP/QPP cheque statement or a signed Authorization to Communicate Information form by July 1, 1994. Failure to provide this documentation will cause the special payment to be discontinued and any overpayment will be recovered.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

**HOSPITAL-SURGICAL-MEDICAL-DRUG-DENTAL-
VISION EXPENSE COVERAGES
(H-S-M-D-D-V Program)**

Section I
COVERAGES

(a) The company at its sole expense will grant the following plans to all eligible employees and to their eligible dependents as defined in the said plans:

(1) Hospital and Medical Benefits shall be those provided under the Ontario Health Insurance Plan (O.H.I.P.);

(2) Supplementary coverage for Semi-Private Hospital Accommodation Benefits as set forth in exhibit VI hereof;

(3) Prescription Drug Benefits (\$.35 deductible per prescription)

(a) prior to February 1, 1985, as set forth in exhibit VII, and

(b) on or after February 1, 1985 the Green Shield Prepaid Services Inc. Apoth-A-Care Plan Number 3 (\$.35 deductible per prescription);

(4) Hearing Aid Expense Benefits Program as set forth in exhibit III hereof:

(5) For eligible employees, the Dental Expense Benefits Program as set forth in exhibit I hereof:

(6) For eligible employees, the Supplementary coverage for Nursing Home Care Benefits as set forth in exhibit VIII hereof:

(7) For eligible employees, the Prosthetic Appliance and Durable Medical Equipment Expense Benefits Program as set forth in exhibit V hereof;

(8) For eligible employees, the Vision Expense Benefits Program as set forth in exhibit IV hereof.

(b) Enrollment Classifications

Subject to the provisions of the applicable plans, at the employee's option, coverage under this Section 1 may include protection for (i) self only, (ii) self and spouse, or (iii) self and family (including only spouse and eligible children).

For purposes of this **H-S-M-D-D-V** section, eligible dependents shall include:

(i) **Spouse** to whom the employee is legally married, or a person of the opposite sex who has been cohabiting and residing with the employee for a continuous period of at least one year, and has been publicly represented by ~~the~~ employee as the employee's spouse. Where more than one 'spouse' exists, the employee shall designate the participant and provide proof of relationship.

(ii) Eligible children shall include any unmarried child **(A)** of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee; **(B)** of the employee's spouse and who is residing in and a member of the employee's household; **(C)** as defined in **(A)** and **(B)** above but who does not reside with the employee but is the employee's legal responsibility, and for whom the employee provides principal support as defined by the Canadian Income Tax Act, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status.

For the purposes of section 2, the term "eligible children" shall also include orphans of employees provided they were covered as a dependent at the time of the employee's death and for as long as they otherwise continue to meet the above criteria or until they become the dependent of someone else.

A child as defined in **(A)**, **(B)** or **(C)** above, is Included until the end of the calendar year in which he/she

Appendix B - continued

attains age 25, provided he/she is unmarried and in full time attendance at school, and the employee recertifies eligibility annually. A child as defined in (A), (B) or (C) above is covered regardless of age if totally and permanently disabled as defined hereinafter, provided that such child after the end of the calendar year in which the child attains age 19 must be dependent upon the employee within the meaning of the Canadian Income Tax Act and must legally reside with and be a member of the household of the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

No person may be considered a dependent of more than one employee.

(c) Third Parties

It is understood that the provisions herein and in the attached exhibits are agreements between the company and the union and, although they set forth intended arrangements involving third parties, they shall not be relied upon by any such third party as establishing any right against the company or the union.

(d) Co-ordination of Benefits

A. The H-S-M-D-D-V Program set forth in appendix B of the Collective Agreement provides benefits in full, or a reduced amount which, when added to the benefits payable and the cash value of services provided by any "other plans", will equal 100% of "Allowable Expenses" incurred by the person for whom claim is being made. This provision does not apply during any month in which the individual has paid 50% or more of the cost of the other plan. "Allowable Expenses" include any necessary and reasonable charges for items of expense which are covered in whole or in part under the H-S-M-D-D-V

Appendix B - continued

Program set forth in appendix B of the Collective Agreement or the other plan to which this provision applies. "Other plans" include any plan of medical or dental coverage provided by group insurance or other arrangement of coverage for individuals in a group whether or not the plan is insured; provided that such other plan will not be considered a "plan" for the purposes of the Coordination of Benefits provisions during any month for which the individual has paid 50% or more of the cost of that plan.

To administer this provision, and to determine whether the carrier will reduce benefits, it is necessary to determine the order in which the various plans will pay benefits. This will be determined as follows:

(1) A plan with no coordination of benefits provision will pay its benefits before a plan which contains such a provision;

(2) A plan which covers an individual other than as a dependent will pay its benefits before a plan which covers the individual as a dependent;

(3) A plan which covers an individual as a dependent of the covered person with the earliest day and month of birth in the calendar year will pay its benefits first;

(4) Where the above do not establish the order of payment, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

The carrier may release or obtain any information and make or recover any payments it considers necessary to administer this provision.

B. In cases where both spouses are employed by the company and only for claims incurred while both spouses would otherwise be eligible for company-paid H-S-M-D-D-V Program benefits coverage under their own contract as an employee in accordance with the provisions

Appendix B - continued

of section 3 or sections 2 and 5, the coordinated H-S-M-D-D-V Program described under section A above will be provided under the contract of the employee who elects coverage for self and spouse or self and family.

To administer this provision the employee who elects coverage for self and spouse or self and family must enroll his/her spouse for coordinated coverage as an employee on a form provided by the company and the company will advise the carrier concerning the continuing eligibility status of such spouse either as an employee actively on the payroll in accordance with section 3 or as an employee who has ceased to be actively on the payroll in accordance with sections 2 and 5.

(e) Subrogation

In the event of any payment for services under the H-S-M-D-D-V Program set forth in appendix B of the Collective Agreement, the carrier will be subrogated to all the covered person's rights of recovery therefor against any person or organization except against insurers on policies of insurance issued to and in the name of the covered person, and the covered person will execute and deliver such instruments and papers as may be required and do whatever else is necessary to ensure such rights. The covered person may take no action which may prejudice the carrier's subrogation rights and all sums recovered by the covered person by suit, settlement or otherwise, in payment for services covered under the H-S-M-D-D-V Program set forth in appendix B of the Collective Agreement must be paid over to the carrier.

Section 2

COMPANY CONTRIBUTIONS

(a) While Employed

The company will make monthly contributions for the following month's coverage on behalf of each subscribing employee while he/she is at work (as defined below) toward the cost of the hospital-surgical-medical-drug-

Appendix B -continued

dental-vision-hearing aid coverages described in section 1 above equal to the full subscription rate of premium charge for the classification or coverage to which the employee shall have subscribed according to his/her enrollment classification.

For purposes of this section, an employee shall be considered "at work" in any month if he/she receives pay from the company for any time during such month, except that, for employees hired or rehired, the company's obligation to make monthly contributions for hospital-surgical-medical-drug coverages will commence with the contribution due for the month as set out in section 3, and for employees terminating, the company's obligation shall be as set out in section 5.

(b) Leave of Absence due to Sickness or Accident

In the case of employees on leave of absence due to sickness or accident or while an employee is receiving Extended Disability Benefits after exhaustion of reinstated Extended Disability Benefits under section 15 of the Group Life and Disability Insurance part of the program, the hospital-surgical-medical-drug-dental-vision-hearing-aid coverages (but not dental expense coverage for absences commencing prior to September 16, 1979 provided however, that if an employee who continues to be eligible for company-paid hospital-surgical-medical-drug-vision and hearing aid coverages does not have company-paid dental expense coverage as of October 5, 1987 such company-paid dental expense coverage will be reinstated effective with the following month's coverage and continued in accordance with this section 2(b)) referred to in section 1 above will be continued at the sole expense of the company for the benefit of such employees and eligible dependents for a period equal to the seniority of the employee concerned at the time the leave of absence commences, beginning with the month following the month in which the leave of absence begins, provided that the term of the absence continues for so long.

(c) During Layoff

In the case of employees on layoff meeting the conditions of section 1.02 of the Supplemental Unemployment Benefit Plan, the company will make monthly contributions toward the cost of hospital-surgical-medical-drug-dental-vision-hearing aid coverage under section 1 on behalf of each subscriber and his/her eligible dependents, until the end of the month following the month the layoff begins. Thereafter, hospital-surgical-medical-drug-vision-hearing aid coverages (but not dental expense coverage) under section 1 above shall be provided for a laid-off employee and his/her eligible dependents, without cost to the employee during a layoff meeting the conditions of section 1.02 of the Supplemental Unemployment Benefit Plan on the basis of the greater of (i) one full calendar month of layoff (for which he/she receives no pay), not to exceed twenty-four months, for each full four weeks of regular benefits to which the employee's Credit Units would entitle him/her, pursuant to section 3 of the Supplemental Unemployment Benefit Plan on the basis of his/her seniority and the credit unit cancellation base as of the last day worked prior to layoff or, if an employee is initially credited during such layoff with credit units under the SUB plan his/her entitlement shall be established as of the date such credit units are credited, or (ii) the number of months of coverage, up to a maximum of twenty-four months, for which he/she would be eligible on the basis of his/her years of seniority as of the last day worked prior to layoff, in accordance with the following table:

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<i>Year(s) of Seniority as of Last Day Worked Prior to Layoff</i>	<i>Maximum Number of Months for which Coverage Will Be Provided</i>
Less than 1	0
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 but less than 10	12
10 and over	24

Such months of coverage under the above formula shall be for months following the last month of the employee's coverage for which contributions were made while he/she was at work.

(d) For Retired Employees

The company will make monthly contributions for the following month's coverage on behalf of retired employees (not including a former employee entitled to or receiving a deferred vested pension).

The continued coverage to which retired employees are entitled will be only the hospital-surgical-medical-drug-dental-vision-hearing aid coverages as described above.

The company may, from time to time, request that retired employees attest to the eligibility status of their dependents towards whose coverage the company contributes. If the retired employee fails to comply with such request, the company may reduce the retired employee's coverage to that of "self only", unless it can be demonstrated that he/she has an eligible dependent.

(e) For Surviving Spouse

(1) The company will make monthly contributions for the following month's hospital-surgical-medical-drug-dental-vision care-hearing aid coverage on behalf of (i) the

surviving spouse (determined in accordance with Article 1.01(s) of the Retirement Pension Plan) of a retired employee as defined in (d) of this section or (ii) a surviving spouse eligible to receive benefits under the Retirement Pension Plan (including for this purpose a surviving **spouse** who would receive such benefits except for receipt of survivor income benefits under the group life and disability insurance part of this program), a surviving spouse of a deceased employee who at the time of his/her death was eligible to retire on an early or normal pension under the Retirement Pension **Plan**, or (iii) for employee deaths occurring on or after October 5, 1987 a surviving **spouse** eligible for monthly survivor income benefits provided under the group life and disability insurance part of this program for the duration of such eligibility for survivor income benefits and the eligible dependents of any such spouse, for the hospital-surgical-medical-drug-dental-vision-hearing aid coverages provided under section 1 above.

The company may, from time to time, request that such surviving spouses attest to the eligibility status of their dependents towards whose coverage the company contributes. If the surviving spouse fails to comply with such request, the company may reduce the surviving spouse's coverage to that of "self only", unless it can be demonstrated that the survivor had an eligible dependent.

(2) (i) For the employee deaths occurring prior to October 5, 1987 the company will make monthly contributions for hospital-surgical-medical-drug-vision-hearing aid expense coverage (but not dental expense coverage) provided under section 1 above for the first six months in which monthly survivor income benefits provided in **section 9(a)** of the Group Life and Disability Insurance part of this program are payable to a surviving spouse of an employee who was actively at work on or after September 16, 1979 and such surviving spouse also is eligible for monthly survivor income benefits provided in **section 9(b)**

Appendix B - continued

of the Group Life and Disability Insurance part of this program. However, such coverage shall not include vision or hearing aid expense coverages unless applicable to the employee at date of death. After the first six months the surviving spouse shall contribute the full premium or subscription charge for such coverage continued in accordance with section 4 (d).

(ii) Effective for coverage beginning the month following October 5, 1987 all current surviving spouses who continue to be eligible for monthly survivor income benefits provided in section 9(a) and 9(b) of the Group Life and Disability Insurance part of this program will be eligible for company-paid hospital-surgical-medical-drug-dental-vision-hearing aid expense coverage for the duration of such continuing eligibility for monthly survivor income benefits.

(3) The company will make monthly contributions for hospital-surgical-medical-drug-dental-vision-hearing aid expense coverages provided under section 1 above For a surviving spouse of an employee who was actively at work on or after September 16, 1979 whose loss of life results from accidental bodily injuries caused solely by employment with the company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place; provided, however, such coverage shall not include dental, vision or hearing aid expense coverages if the employee had less than one year of seniority at date of death, and shall terminate upon the remarriage or death of the surviving spouse.

(f) For an employee on leave of absence other than for disability, hospital-surgical-medical-drug-dental-vision-hearing aid coverages will be continued until the end of the month following the month in which the employee was last in active service.

(g) If an employee is cleared to return to work by the company's medical or employee relations department

Appendix B - continued

following a discharge **or** a layoff but is unable to return to active work due to a subsequent disability the employee will be eligible for reinstatement of company-paid hospital-surgical-medical-drug-dental-vision-hearing aid expense coverage **on** the first day of the month following the month in which the employee is cleared to return to **work**, Such reinstated coverage will then be continued from the date of the approved disability leave of absence in accordance with the provisions of section 2(b) above.

Section 3

COMMENCEMENT OF COVERAGE

(a) **An** employee hired or rehired shall become eligible:

(1) for hospital-surgical-medical-drug coverages **on** the first day of the fourth calendar month following the month in which employment commences, subject to the provisions of the applicable plans:

(2) for dental and hearing aid coverages and for vision coverage under section 1 (a) **(8)** **on** the first day of the calendar month next following the month in which the employee is actively at work after he/she acquires one year of seniority.

Section 4

CONTINUATION OF COVERAGES

(a) Extended Coverage During Layoff

An employee may continue his/her hospital-surgical-medical-drug-vision-hearing aid coverages (but not dental expense coverage) during layoff without a break in seniority through the twelfth consecutive month following the last month of his/her coverage for which contributions were made by the company under section 2 (a) and 2 (c) above.

(b) Extended Coverage During Leaves

An employee **on** approved leave of absence, other than for disability, may continue hospital-surgical-medical-drug-

Appendix B - continued

dental-vision-hearing aid coverages for up to **12** consecutive months following the last month of coverage for which the company contributed for the employee while in **active** service, provided **the** employee's seniority is not broken and contributions for such coverages continue to be made in accordance with subsection **(f)** herein.

An employee on an approved local union leave of absence, may continue such hospital-surgical-medical-**drug-dental-vision-hearing** aid coverage during the period of renewed union leaves of absence.

(c) While Grievance Pending

When an employee has a grievance pending to protest **loss** of seniority from discharge, failure to report or overstaying leave under sections 13.06(b), (c) or (d), or has been suspended, the employee may continue hospital-surgical- medical-drug-dental-vision-hearing aid coverages while the grievance is pending by paying the full subscription rate or premium charge for such continuation, following the last month for which the company has contributed.

In the case of an employee whose grievance is withdrawn and the employee **is** undergoing substance abuse treatment, such employee may continue **as a** member of **the** group while undergoing **such** treatment but without contribution **from** the company. The employee shall **contribute** the **full** monthly premium or subscription charge for health care coverages.

(d) Surviving **Spouse**

For months following the last month of coverage for which contributions were made by the company, a surviving **spouse**, while eligible to receive survivor income benefits under the Group Life and Disability Insurance part of the program may continue **as** part of the groups covered **thereby**, hospital-surgical-medical-drug-vision-hearing aid coverages (but not dental expense coverage) provided under section 1 for themselves and eligible dependents.

Appendix B - continued

(e) Employee Suspended or **On** Strike

If an employee is suspended or on strike, hospital-surgical medical-drug-vision-hearing aid coverages (but not dental expense coverage) provided under section 1 will be continued at the sole expense of the company for 1 month following the month in which the suspension or strike commenced.

(9) Payment for Continuation

An employee continuing coverage under subsections (a), (b) or (c) of this section beyond the period for which contributions were made by the company, **or** a surviving spouse continuing coverage under subsection (d) of this section, must pay the full subscription rate or premium charge for such continuation; provided, however, that if an employee **who** has continued coverage under subsection (c) is reinstated following such loss of seniority, the company will reimburse him/her for all the contributions in respect **to** coverage hereunder which the company would have made if the employee had remained at work.

Section 5

TERMINATION OF COVERAGE

(a) Hospital-Surgical-Medical-Drug-Dental-Vision-Hearing **Ad** Coverages.

Hospital-surgical-medical-drug-dental-vision-hearing aid coverages for an employee who quits, shall terminate **as** of the end **of** the day employment is terminated.

Hospital-surgical-medical-drug-vision-hearing aid coverages for **an** employee whose employment is terminated by being discharged, failing to report or overstaying leave, shall terminate **as** of the last day of the month in which employment is terminated unless such a former employee incurring a break in seniority by being discharged, failing to report or overstaying leave has a grievance pending to protest his/her loss of seniority under Section **13.06(b)**, (c) or (d), of the Collective Agreement. **except** that, in the **case of** an employee **whose** grievance is withdrawn and

Appendix B - continued

the employee is undergoing substance abuse treatment, such employee may continue as a member of the group while undergoing such treatment by paying the full subscription rate or premium charge for such continuation. Except as provided above, hospital-surgical-medical-drug-vision hearing aid coverages shall terminate as of the last day of the month following the month in which an employee was last at work unless continued under section 2 or 4 above.

(b) Dental Expense Coverage

Except for dental expense coverage continued under section 2(b), 2(d), 2(e) and 4(c), dental expense coverage shall terminate as of the last day of the month in which an employee was last at work, except that (i) for an employee whose employment is terminated by quitting, dental expense coverage shall terminate as of the end of the day in which loss of seniority occurs and (ii) for an employee on a layoff meeting the conditions of section 1.02 of the Supplemental Unemployment Benefit Plan or for an employee incurring a break in seniority by being discharged, failing to report or overstaying leave who has a grievance pending to protest his/her loss of seniority under Article 10 of the Collective Agreement, dental expense coverage shall terminate as of the last day of the month following the month in which the employee was last at work. Notwithstanding the above, an employee may continue dental expense coverage while on approved local union leave under section 4(b).

Section 6

AVAILABILITY OF COVERAGE

Any provision as to the coverage to be provided or as to eligibility for coverage or for continuation of coverage hereunder is limited by the availability of such coverage from the plans.

Section 7

ENROLLMENT

An eligible employee or retired employee electing to enroll for applicable coverages must complete an application for the coverages in which he/she elects to participate. A surviving spouse electing to enroll for applicable coverages must complete an application for coverages if the applicable plan so requires. A surviving spouse eligible for such coverages at the surviving spouse's expense under section 4(d) as part of the group covered hereunder, in order to continue coverage must enroll no later than three months following the month of the employee's or retired employee's death, or three months following the month for which contributions were made by the company.

Section 8

**FEDERAL OR PROVINCIAL MEDICAL,
HOSPITAL, SURGICAL, PRESCRIPTION DRUG,
DENTAL, VISION, HEARING AID EXPENSE
BENEFIT LAWS**

(a) (1) The provisions of this H-S-M-D-D-V Program shall not be applicable to employees, former employees (including retired employees), or surviving spouses who are or may become eligible for Medical, Hospital, Surgical, Prescription Drug, Dental, Hearing Aid, Vision Expense Benefits under any federal or provincial law. Compliance by the company with such laws shall be deemed full compliance with the provisions of this H-S-M-D-D-V Program with respect to any such employees, former employees, or surviving spouses eligible for benefits under such laws. If such benefits exceed the benefits provided under the H-S-M-D-D-V Program, the company may require from any such employees, former employees, or surviving spouses such contributions as it may deem appropriate for such excess benefits.

(2) Where the benefits under such laws are on a generally lower level than the corresponding benefits under

Appendix B - continued

the H-S-M-D-D-V Program, the company shall, to the extent it finds it practicable, provide benefits supplementary to the governmental benefits to the extent necessary to make the total benefits as nearly comparable as practicable to the benefits provided by the H-S-M-D-D-V Program for employees, former employees, or surviving spouses not subject to such laws.

(b) The provisions of subsection (a) above to the contrary notwithstanding, the company may, wherever the substitution of a private plan is authorized by any such law, modify the provisions of this agreement to the extent and in the respects necessary to secure, the approval of the appropriate governing body to substitute the plan provided by the agreement in lieu of any plan provided by such law, and upon such modification and approval as a qualified plan, the company may make the plan provided by the H-S-M-D-D-V Program available to employees, former employees, or surviving spouses subject to such law with such employee, former employee, or surviving spouse contributions as may be appropriate with respect to any benefits under such modified plan which exceed the benefits provided under the agreement.

(c) Medical, Hospital, Surgical, Prescription Drug, Dental, Vision, Hearing Aid Expense Benefits provided employees, former employees (including retired employees), or surviving spouses, under this H-S-M-D-D-V Program may be reduced by the amount of such benefits provided under any federal or provincial law as now in effect or hereafter enacted or amended.

Section 9

COMPANY-UNION COMMITTEE

A committee composed of two members designated by the union and two members designated by the company shall be established to study and evaluate this H-S-M-D-D-V Program and to make recommendations for the purpose of achieving the maximum coverage and service for those

Appendix B - continued

covered by the various hospital-surgical-medical-drug-dental-vision - hearing aid plans for the money spent for such protection. In the performance of its duties, this committee may consult with and **seek** advice **from** representatives of the carriers that currently provide services **with** respect to the H.S.M.D.D.V. Program. The committee may also consult **with** representatives of other companies within the health care industry and may **submit** recommendations to the company and the CAW and, when agreed to **Jointly, may** commit the parties to implement pilot programs and plan **changes**. The committee will keep the parties to the Collective Agreement informed with respect to **any** problems which may **arise**.

EXHIBIT I

DENTAL EXPENSE BENEFITS PROGRAM

I. Enrollment Classifications

Dental Expense Benefits coverage for **an** eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as defined for hospital-surgical-medical-drug coverage provided under the H.S.M.D.D.V. Program.

II. Description of Benefits

Dental Expense Benefits will **be** payable, subject to the conditions herein, if an employee, retired employee, surviving **spouse** or eligible dependent, while dental expense coverage is in effect with respect **to** such individual, incurs Covered Dental Expenses.

III. Covered Dental Expenses

Covered dental expenses are the usual charges of a dentist which **an** employee, retired employee or surviving spouse is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such services and supplies **are** customarily employed for treatment of that condition, and only if

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rendered **in accordance with** accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided **in section VII (B)**, by a licensed dentist and which are received while insurance is in force. Payments for covered dental expenses performed by a licensed dentist (or a licensed dental hygienist under conditions specified in **section VII(B)(1)**) shall be based upon the applicable percentage of the lesser of the dentist's usual charge for the service or of the fee **specified for the service** in the current Provincial Dental Association Schedule of Fees as defined in **section XIII**, but only for the services set forth below, and not for any other services listed in such Schedule of Fees. Where fees for certain procedures are shown in such Schedule of Fees as "I.C." (Individual Consideration) payment will be made on the basis of the usual, reasonable and customary charges for such procedures. Provided, however, that in the event no Provincial Dental Association Schedule of Fees is in effect at the time covered dental expenses, as described in the first sentence of this paragraph, are incurred, payments under this section III shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished.

Effective **January 1, 1977**, payments for covered dental expenses performed by a licensed denture therapist in accordance with **section VII (B) (2)** shall be based upon the applicable percentage of the lesser of the denture therapist's usual charge for the service or of the fee specified for the service in the current Ontario Fee Schedule for Licensed Denture Therapists as defined in **section XIII**, but only for the services set forth below, and not for any other services listed in such fee schedule. Provided, however, that in the event no Ontario fee schedule for Licensed Denture Therapists is in effect at the time such covered dental expenses are incurred, payments under this section III shall be made on the basis of the usual, reasonable and customary charges for the service rendered or supply furnished.

(A) The following covered dental expenses shall be paid at 100 per cent of the dentist's usual charge but not more than the amount specified therefor in the current Provincial Dental Association Schedule of **Fees**:

(1) Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than twice each in any period of twelve **(12)** consecutive months (except that effective December 1, 1984, it shall be once in any period of nine **(9)** consecutive months).

(2) Topical application of fluoride, provided that such treatment shall be a covered dental expense only for persons under 20 years of age, unless a specific dental condition makes such treatment necessary.

(3) Space maintainers that replace prematurely lost teeth for children under 19 years of age.

(4) Emergency palliative treatment.

(B) The following Covered **Dental Expenses** shall be paid at

(i) 100 per cent of the dentist's or denture therapist's usual charge, or

(ii) 100 **per** cent of the amount specified therefor in the current Provincial **Dental Association Schedule of Fees**, or when applicable, in **the** current Ontario **fee** schedule for Licensed **Denture Therapists**, whichever of (i) **or** (ii) is less:

(1) Dental x-rays, including full mouth x-rays (but not more than once in any period of thirty-six **(36)** consecutive months), supplementary bitewing x-rays (but not more than once in any period of nine consecutive **months**) and such other dental x-rays as are required in connection with the diagnosis of a specific condition **requiring** treatment.

(2) Extractions, including those described in section III **(C)(4)(a)**.

(3) Oral surgery, including surgery described in section III **(C)(4)(a)**.

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(4) Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally injured teeth.

(5) General anesthetics and intravenous sedation when medically necessary and administered in connection with oral or dental surgery.

(6) Treatment of periodontal and other diseases of the gums and tissues of the mouth, including provisional splinting (ODA Codes **43200** and **43210**), periodontal appliance (ODA Code **43600**) and a temporomandibular joint appliance (ODA Code **49010**) as an adjunctive periodontal service.

(7) Endodontic treatment, including root canal therapy.

(E) Injection of antibiotic drugs by the attending dentist.

(9) Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months.

(10) Inlays, onlays; gold fillings, or crown restorations to restore diseased or accidentally injured teeth, but only when the tooth, as a result of extensive caries or fracture, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.

(11) Porcelain veneers for all covered persons for treatment of the following conditions: amelogenesis imperfecta; Hutchinson's incisors, and hypo maturation.

(12) Pit and fissure sealants for permanent molars for children up to and including age fourteen.

(C) The following Covered Dental Expenses shall be paid at

(i) 50 per cent of the dentist's or denture therapist's usual charge, or

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(ii) 50 per cent of the amount specified therefor in the current Provincial Dental Association Schedule of Fees, or when applicable, in the current Ontario fee schedule for Licensed Denture Therapists, whichever of (i) or (ii) is less:

(1) Initial installation of fixed bridgework (including inlays and crowns as abutments).

(2) Initial installations of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).

(3) Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework; or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:

(a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,

(b) The existing denture or bridgework cannot be made serviceable and, if it was installed under this Dental Expense Benefits Program, at least five (5) years have elapsed prior to its replacement; or,

(c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a covered dental expense.

(4) Orthodontic procedures and treatment (including related oral examinations) consisting of surgical therapy, appliance therapy, and functional/myofunctional

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therapy (when provided by a dentist in conjunction with appliance therapy) for covered persons under **19 (21 effective October 1, 1993)** years of age, provided, however, that **benefits** will be paid after attainment of age **19 (age 21 effective October 1, 1993)** for continuous treatment which **began** prior to such age.

IV. Maximum Benefit

The maximum benefit payable for all covered dental expenses incurred during any twelve **(12)** month period commencing October 1, and ending the following September 30, (except for services described in section III(C)(4) above) shall **be \$1,600** effective October **1, 1993** for each individual.

For covered dental expenses in connection with orthodontics including related oral examinations described in section III(C)(4) above, the maximum benefit payable shall **be \$2,000** during the lifetime of each individual, with a maximum of **\$1,500** applicable **to** covered dental expenses provided after October **1, 1990** but before October **1, 1993**.

For services, appliances and supplies provided by a denture therapist under section III(B) and (C), or a **Licensed** Dental Hygienist under section III(A), the benefit payable shall not exceed the lesser of the dentist's usual charge or the amount specified in the current Provincial Dental Association Schedule of Fees for such service, appliance or supply.

V. Predetermination of Benefits

If a course of treatment can reasonably be expected to involve covered dental expenses of \$200 or more, a description of the **procedures to be performed** and an estimate of the dentist's charges must be filed with the prepayment agency prior to the commencement of the course of treatment.

The prepayment agency will notify the employee and the dentist of the benefits certified as payable based **upon** such course of treatment. **In** determining the amount of

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benefits payable, consideration will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount as provided in sections **III** and **IV**, determined in accordance with the limitations set forth in section **VI**.

If a description of **the** procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the prepayment agency reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses **of** treatment, based on accepted standards of dental practice. To the extent verification of covered dental expenses cannot reasonably be made by the prepayment agency, the benefits for the course of treatment may be for a lesser amount than would otherwise have **been** payable.

This predetermination requirement will not apply to courses of treatment under \$200 or to emergency treatment, routine oral examinations, x-rays, prophylaxis and fluoride treatments.

VI. Limitations

(A) Restorative:

(1) Gold, baked porcelain restorations, crowns and jackets.

If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.

(2) Reconstruction:

Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or

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restore **the** occlusion **are** considered optional and their **cost** remains the responsibility of the patient.

(B) Prosthodontics:

(1) Partial Dentures:

If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or precision appliance that patient and dentist may choose to use, and the balance of the cost remains the responsibility of the patient.

(2) Complete Dentures:

If, in the provision of complete denture services, the patient and dentist decide **on** personalized restorations or specialized techniques **as** opposed to standard procedures, payment of the applicable percentage of **the** cost of the standard denture services will be made toward such treatment and the balance of the cost **remains the responsibility of the patient**.

(3) Replacement of Existing Dentures:

Replacement of **an** existing denture will be a covered dental expense only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which **are** necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a covered dental expense only if at least five **(5)** years have elapsed **since the date** of the initial installation **of that** appliance under this Dental Expense Benefits Program, except **as** provided in section III(C)(3) above.

(C) Orthodontics:

(1) If orthodontic treatment is terminated for any reason before completion, **the** obligation to pay benefits will **cease with** payment **to** the date of termination. If such services are resumed, benefits for the services, to the extent **remaining**, shall be resumed.

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(2) The benefit payment for orthodontic services shall be only for months that coverage is **in force**.

(D) Periodontics:

(1) The following periodontal services will be covered dental expenses only if performed by a Periodontist:

- (a) Gingival Curettage (ODA Code **42001**)
- (b) Provisional Splinting-Intracoronal (ODA Code **43200**)
- (c) Provisional Splinting-Extracoronal (ODA Code **43210**)
- (d) Occlusal Equilibration (ODA Code **43310**)
- (e) Scaling and Root Planing (ODA Code **43400**)

(2) A Temporomandibular Joint (TMJ) appliance (ODA Code **49010**) will be a covered adjunctive periodontal service only when performed by a certified dental specialist (i.e., periodontist, orthodontist, prosthodontist and oral surgeon).

VII. Exclusions

Covered dental expenses do not include and no benefits are payable for:

(A) Charges for services, treatment, appliances and supplies which are specified in the current Provincial Dental Association Schedule of Fees but which are not set forth above.

(B) Charges for treatment by other than a dentist, except that (1) scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist and (2) a denture therapist licensed under the Ontario Denture Therapists Act, 1974 (or a comparable provider licensed in a province other than **Ontario**), may provide such services, appliances and supplies as are authorized by his/her license.

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(C) Charges for veneers or similar properties of crowns and pontics placed **on** or replacing teeth, other than the **ten** upper and lower anterior teeth.

(D) Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.

(E) Charges for prosthetic devices (including bridges), crowns, inlays and onlays and the fitting thereof which were ordered while the individual was not insured for Dental Expense Benefits or which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.

(F) Charges for the replacement of a lost, missing, or stolen prosthetic device.

(G) Charges for failure to keep a scheduled visit with the dentist.

(H) Charges for replacement or repair of **an** orthodontic appliance.

(I) Charges for services or supplies which are compensable under a Workers' Compensation or Employer's Liability **Law**.

(J) Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer.

(K) Charges for services or supplies for which **no** charge is made that the patient is legally obligated to pay or for which **no** charge would be made in the absence **of** dental expense coverage.

(L) Charges for services or supplies which are not necessary, **according** to accepted standards of dental practice, or which **are** not recommended or approved by the attending dentist.

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(M) Charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature.

(N) Charges for services or supplies received **as a** result of dental disease, defect or injury due to an act of war, declared or undeclared.

(O) Charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.

(P) Charges for any duplicate prosthetic device or any other duplicate appliance.

(Q) Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof.

(R) Charges for the completion of any insurance forms.

(S) Charges for prescription drugs.

(T) Charges for oral hygiene and dietary instruction.

(U) Charges For a plaque control program.

(V) Charges for implantology.

VIII. Proof of Loss

The prepayment agency reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for dental expense benefits. **As** part of the basis for determining benefits payable, the prepayment agency may require x-rays and other appropriate diagnostic and evaluative materials,

IX. Administrative Manual

Policies, procedures and interpretations to be used in administering dental expense benefits shall be incorporated

in an Administrative Manual. Among other things the Manual shall:

- (A) Explain the benefits and the rules and regulations governing their payment.
- (B) Include administrative practices and interpretations which affect benefits.
- (C) Define professionally recognized standards of practice to be applied to benefits and procedures.
- (D) List the eligibility provisions and limitations and exclusions of the coverage, and procedures for status changes and termination of coverage.
- (E) Provide the basis upon which charges will be paid, including provisions for the benefit payment mechanism and protection of individuals against excess charges.
- (F) Provide for cost and quality controls by means of predetermination of procedures and charges, utilization and peer review, clinical post-treatment evaluation and case reviews involving individual consideration of fees or treatment.

X. Prepaid Group Practice Option

The company will make arrangements for employees to be afforded the option to subscribe for dental expense coverage under approved and qualified prepaid group practice plans, instead of dental expense coverage hereunder. An employee who has retired from an area in Which the coverage described in this section **X** is made available to employees shall be given the option to subscribe to the prepaid group practice plan in that area instead of dental expense coverage hereunder; provided, however, that the company's contributions toward coverage under such group practice plans shall not be greater than the amount the company would have contributed for dental expense coverage hereunder.

XI. Definitions

The term “dentist” means a legally licensed dentist practicing within the scope of his/her license. **As** used herein, the term “dentist” also includes a legally licensed physician authorized by his/her license to perform the particular dental services he/she has rendered.

The term “denture therapist” means a denture therapist licensed under the Ontario Denture Therapists Act, 1974, (or a comparable provider licensed in a province other than Ontario), practicing within the scope of his/her license.

The term “reasonable and customary charge” means the actual fee charged by a dentist or a denture therapist for a service rendered or supply furnished but only **to** the extent that the fee is reasonable taking into consideration the following:

(1) The usual fee which the individual dentist or denture therapist most frequently charges the majority of his/her patients for a service rendered or a supply furnished; and,

(2) The prevailing range of fees charged in the same area by dentists or denture therapists of similar training and experience for the service rendered or supply furnished; and,

(3) Unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

The term “area” means a metropolitan area, a county or such greater area as is necessary **to** obtain a representative cross section of dentists rendering such services or furnishing such supplies.

The term “course of treatment” means a planned program **of** one or more services or supplies, whether rendered by one or more dentists, for the treatment of a dental condition diagnosed by the attending dentist **as** a result of an oral examination. The course of treatment commences

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on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The term "current Provincial Dental Association Schedule of Fees" means the Provincial Dental Association Schedule of Fees in effect at the time covered dental expenses are incurred.

The term "current Ontario fee schedule for Licensed Denture Therapists" means the Ontario fee schedule for Licensed Denture Therapists in effect **at** the time covered dental expenses are incurred.

The **term** "orthodontic treatment" means preventive and corrective treatment **of** all those dental irregularities which result **from** the anomalous growth and development of dentition and its related anatomic structures or **as** a result of accidental injury and which require repositioning (except for preventive treatment) of teeth **to** establish normal occlusion.

The term "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared, and, in the case of fixed bridgework, restorative crowns, inlays and onlays, that the teeth which will serve **as** abutments or support or which are being restored have been fully prepared **to** receive, and impressions have been taken **from** which will be prepared the bridgework, crowns, inlays or onlays.

XII Cast and Quality Controls

The carrier will undertake the following review procedures and mechanisms and report annually to the Joint Health Care Committee.

A. Utilization Review

Analysis of various reports displaying such data as procedure profiles, utilization profiles and covered dental expense benefits payments summaries **to** evaluate the patterns of utilization, cost trends and quality of care.

B. Price Reviews

Where possible, price reviews or other audit techniques shall be conducted to examine records, invoices

and laboratory facilities and materials and to verify that charges for covered persons are the same as for other patients. These examinations may include patient interviews and clinical evaluations of services and supplies received.

C. Evaluation of Services and Supplies Received

On a random or selective basis, covered persons who have received services under dental expense benefits will be selected for subsequent evaluation and examination by consulting providers to ensure that the services and supplies reported were actually provided and were performed in accordance with accepted professional standards.

D. Survey of Services and Supplies Received

On a random or selective basis covered persons who have received services under dental expense benefits may be sent a questionnaire to:

1. determine the level of satisfaction with respect to these services;
2. determine whether services for which dental expense benefits were paid were actually received.
3. determine whether providers recommend unnecessary optional services or supplies; and
4. identify other problem areas.

E. Claims Processing

The carrier may conduct audits of claims being processed such as an analysis of patient histories and screening for duplicate payments in addition to the normal eligibility, benefit and charge verifications.

F. Provider Review

When the carrier or a covered person does not agree with the appropriateness of a service provided or a charge made under dental expense benefits by a dentist practicing in Ontario, the matter may be presented to

the Royal College of Dental Surgeons of Ontario (the licensing and regulating body of dentistry) for resolution. Similar matters involving other providers may be referred by the carrier to the appropriate licensing agency or, where operative, to peer review. The carrier will seek to establish peer review where it does not exist.

XIII. Data

The prepayment agency shall furnish the company and the union such information and data as may be mutually agreed upon by the parties with respect to dental expense coverage.

EXHIBIT II

UTILIZATION REVIEW AND COST CONTAINMENT

I. Annual Cost Containment Reports

Each H.S.M.D.D.V carrier shall be required to report annually on its cost containment efforts for the preceding year, including but not limited to (a) a description of its cost containment activities, (b) the results/savings, (c) problems, and (d) plans for the next year.

The report shall cover the preceding calendar year and shall be submitted to the company-union committee by May 15 each year. The company-union committee may specify the content or format for such reports.

II. Other Activities

The company-union committee shall investigate, consider and, upon mutual agreement, engage in other activities that may have high potential for cost savings. This may involve instituting by mutual agreement other H.S.M.D.D.V Programs or establishing pilot programs.

III. Review

The results of any activities in I and II, above, would be reviewed prior to the expiration of the Collective Agreement so that the parties to the agreement may be prepared to consider the continuation or modification of the review programs and other activities of the company-union committee.

EXHIBIT III

HEARING AID EXPENSE BENEFITS PROGRAM

I. Enrollment Classifications

Hearing Aid Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as they are defined for hospital-surgical-medical-drug expense coverage under the H-S-M-D-D-V Program.

II. Description of Benefits

Hearing Aid Expense Benefits will be payable, subject to the conditions herein, if any covered person, as defined in section III (I), while hearing aid expense coverage is in effect with respect to such covered person, incurs covered hearing aid expense.

III. Definitions

As used herein:

(A) "physician" means an otologist or otolaryngologist who is board certified or eligible for certification in his/her specialty in compliance with standards established by his/her respective professional sanctioning body, who is a licensed doctor of medicine legally qualified to practice medicine and who, within the scope of his/her license, performs a medical examination of the ear and determines whether the patient has a loss of hearing acuity and whether the loss can be compensated for by a hearing aid:

(B) "audiologist": means any hospital-affiliated audiology clinic approved by the Ontario Health Insurance Plan, or an equivalent facility in a province other than Ontario. Such clinics shall conduct audiometric examinations and hearing aid evaluation tests for the purpose of measuring hearing acuity and determining and prescribing the type of hearing aid that would best improve the covered person's loss of hearing acuity. The foregoing services shall be performed by a physician; or if not a physician, by a person who (1) possesses a master's or doctorate degree in audiology or

speech pathology from an accredited university, or (2) possesses a Certificate of Clinical Competence in Audiology from the American Speech-Language-Hearing Association and (3) is qualified in the province in which the service is provided to conduct such examinations and tests. An audiology clinic that is not hospital affiliated may be designated an audiology clinic by the program carrier, if the carrier determines that (1) such clinic has facilities which are equivalent to the hospital-affiliated clinics described above and (2) audiometric examinations and hearing aid evaluation tests conducted by such clinic are performed only by a physician or by a person described in the third sentence of this section III(B);

(C) "dealer" means any participating person or organization that sells hearing aids prescribed by an audiologist to improve hearing acuity in compliance with the laws or regulations governing such sales, if any, of the province in which the hearing aids are sold;

(D) "participating" means having a written agreement with the program carrier pursuant to which services or supplies are provided under this program;

(E) "hearing aid" means an electronic device worn on the person for the purpose of amplifying sound and assisting the physiologic process of hearing, and includes an ear mould, if necessary;

(F) "ear mould" means a device of soft rubber, plastic or a nonallergenic material which may be vented or nonvented that individually is fitted to the external auditory canal and pinna of the patient;

(G) "audiometric examination" means a procedure for measuring hearing acuity that includes tests relating to air conduction, bone conduction, speech reception threshold and speech discrimination;

(H) "hearing aid evaluation test" means a series of subjective and objective tests by which an audiologist determines

which make and model of hearing aid, will best compensate for the covered **person's** loss of hearing acuity and which make and model will therefore be prescribed, and **shall** include one visit by the covered person subsequent to obtaining the hearing aid for an evaluation of its performance and a determination **of** its conformity to the prescription;

(I) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents;

(J) "dispensing fee" means a **fee** predetermined by the program carrier to be paid **to** a dealer for dispensing hearing aids, including the cost of providing ear **moulds**, under this Program;

(K) "covered hearing aid expense" means the charges incurred for hearing aids of the following functional design: in-the-ear, behind-the-ear (including air conduction and bone conduction types) on-the-body, and binaural (a system consisting of **(2)** complete hearing aids) but only if (i) the hearing aid is **prescribed based** upon the most recent audiometric examination and most recent hearing aid evaluation test and (ii) the hearing aid provided by the dealer is the make and model **prescribed** by the audiologist and is certified **as** such by the audiologist;

In order for the charges for a hearing aid as described in section III (K) **to be payable as Hearing Aid Expense** Benefits under this program, upon each occasion that a covered person receives such a hearing aid the covered person must first obtain a medical examination **of** the ear by a physician and such examination or such examination in conjunction with the audiometric examination must result in a determination that a hearing aid would compensate for the loss **of** hearing acuity, in addition, in the case of a binaural hearing aid system, the carrier must determine that such a system is necessary, based upon professionally accepted standards, to compensate **adequately** for the loss of hearing acuity;

(L) “acquisition cost” means the actual cost to the dealer of the hearing aid.

IV. Benefits

The covered person may obtain

A. hearing aids that the dealer shall have agreed to furnish covered persons in accordance with the following reimbursement arrangements:

1. the acquisition cost of the hearing aid; and
2. the dispensing fee, and

B. repairs of hearing aids from the dealer effective October 5, 1987.

If the covered person requests unusual services from the dealer, the covered person shall pay the full additional charge therefor.

V. Limitations

Frequency: If a person has received a hearing aid for which benefits were payable under the program, benefits will be payable for each subsequent hearing aid only if received more than 36 months after receipt of the most recent previous hearing aid, for which benefits were payable under the program.

VI. Exclusions

Covered hearing aid expense does not include and no benefits are payable for:

(A) Medical examinations, audiometric examinations or hearing aid evaluation tests:

(B) Medical or surgical treatment:

(C) ~~Drugs~~ or other medication:

(D) Hearing aids provided under any applicable workers' compensation law;

(E) Hearing aids ordered:

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(1) before the covered person became eligible for coverage; or

(2) after termination of coverage;

(F) Hearing aids ordered while covered but delivered more than 60 days after termination of coverage;

(G) Charges for hearing aids for which no charge is made to the covered person or for which no charge would be made in the absence of Hearing Aid Expense Benefits coverage;

(H) Charges for hearing aids which are not necessary, according to professionally accepted standards of practice, or which are not recommended or approved by the physician;

(I) Charges for hearing aids that do not meet professionally accepted standards, including charges for any services or supplies that are experimental in nature;

(J) Charges for hearing aids received as a result of ear disease, defect or injury due to an act of war, declared or undeclared,

(K) Charges for hearing aids provided by any governmental agency that are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;

(L) Charges for hearing aids to the extent benefits therefor are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof;

(M) Replacement of hearing aids that are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth herein;

(N) Charges for the completion of any insurance forms;

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(O) Replacement parts for and repairs of hearing aids:

(P) Persons enrolled in alternative plans; and

(Q) Eyeglass-type hearing aids, to the extent the charge for such hearing aid exceeds the covered hearing aid expense for one hearing aid under section III (K).

VII. Administrative Manual

Hearing Aid Expense Benefits Program policies, procedures and interpretations to be used in administering the program shall be developed by the program carrier after review and approval by the company and the union.

VIII. Data

The program carrier annually shall furnish the company and the union such information and data as mutually may be agreed upon by the parties with respect to hearing aid expense coverage.

IX. Cost and Quality Controls

The program carrier shall undertake appropriate review procedures to assure a high degree of cost and quality control. Where appropriate, such actions may include utilization review, price review and evaluation of services received.

EXHIBIT IV

VISION EXPENSE BENEFITS PROGRAM

I. Enrollment Classifications

Vision Expense Benefits coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents as they are defined for hospital-surgical-medical-drug expense coverage under the H-S-M-D-D-V Program.

II. Description of Benefits

Vision expense benefits will be payable, subject to the conditions herein, if any covered person, while vision expense coverage is in effect with respect to such covered person, incurs covered vision expense.

III. Definitions

As used herein:

(A) "Physician" means any licensed doctor of medicine legally qualified to practice medicine and who within the scope of his/her license performs vision testing examinations and prescribes lenses to improve visual acuity;

(B) "optometrist" means any person licensed to practice optometry in the province in which the service is rendered;

(C) "optician" means any person licensed in the province in which the service is rendered to supply eyeglasses prescribed by a physician or optometrist to improve visual acuity, to grind or mould the lenses or have them ground or moulded according to prescription, to fit them into frames and to adjust the frames to fit the face;

(D) "provider" means an optometrist or an optician;

(E) "participating provider" means (i) a provider that has a written agreement with the program carrier, to provide lenses or frames under the program in accordance with the terms and conditions stated in section IV(A) hereof and to accept as payment therefor, the amounts determined in accordance with section IV(A) or (ii) an optometrist who by regulation of his/her licensing college under the Ontario Health Disciplines Act must charge for lenses or frames on the basis of acquisition cost plus dispensing fee and who otherwise provides lenses or frames under the program in accordance with the terms and conditions stated in section IV(A);

(F) "lenses" means ophthalmic corrective lenses, either glass or plastic, ground or moulded as prescribed by a physician or optometrist to be fitted into frames;

(G) "contact lenses" means ophthalmic corrective lenses, either glass or plastic, ground or moulded as prescribed by a physician or optometrist to be fitted directly to the

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patient's eyes; these **are** subject to limitations and exclusions applicable to lenses generally;

(H) "frames" means standard eyeglass frames into which two lenses are fitted;

(I) "covered person" means the eligible, employee, retired employee, eligible surviving spouse and their eligible dependents;

(J) "Covered Vision Expense" means the charges incurred for lenses and frames for such lenses as described below, and **are** either for lenses or frames obtained from a participating provider, payable in accordance with section IV (A), or for lenses or frames obtained from a nonparticipating provider payable in accordance with section IV(B):

(1) lenses of a quality equal to the first quality lens series manufactured by Imperial Optical, American Optical or Bausch and Lomb, including equivalent plastic lenses or when prescribed, tints equal to tints #1 and #2. Lenses not more than 65 millimeters in diameter will be a covered vision expense under the program. If lenses are of a quality or size that result in an additional charge, only charges in accordance with section IV shall be payable;

(2) frames adequate to hold lenses which are a covered vision expense; and

(3) contact lenses when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism, irregular corneal curvature. If selected for other reasons only the benefit within the limits described in section IV shall be payable.

(K) "acquisition cost" means the actual cost of the lenses and/or frames to the provider;

(L) "dispensing fee" means a fee predetermined by the program carrier for dispensing lenses and/or frames as provided for in this program.

IV. Benefits

(A) From a participating provider, the covered person by paying the balance of the provider's charge may obtain lenses and frames which the participating provider shall have agreed to furnish covered persons in accordance with the following arrangements for reimbursement by the program carrier:

(1) for regular lenses, the acquisition cost of lenses that are described in the first two sentences of section III (J)(1) less **\$7.50**;

(2) for contact lenses, the acquisition cost of the contact lenses suitable for the covered person, when the covered person's visual acuity cannot otherwise be corrected to at least 20/70 in the better eye, or when medically necessary due to keratoconus, irregular astigmatism or irregular corneal curvature, less **\$7.50**;

(3) for contact lenses, except when provided in accordance with (2), above, the acquisition cost of the contact lenses suitable for the covered person, which when combined with the dispensing fees for lenses and frames in (5) below, shall not exceed, **\$170** effective October 18, 1993;

(4) for frames, the acquisition cost up to a maximum acquisition cost of **\$35.00** less **\$7.50**; and effective October 18, 1993 repairs (not replacements) at the usual, and reasonable and customary rate as determined by the carrier.

(5) for lenses, contact lenses and frames, the dispensing fees for usual services in dispensing such lenses or frames, less **\$7.50**;

Anything to the contrary in this section IV(A) notwithstanding, if program reimbursement for the covered person's lenses and frames shall total less than **\$50** under (1), (2), (3), (4) and (5) above, the program shall pay the provider's charge for such lenses and frames, or if less, **\$50**.

The program carrier shall develop a representative sample of frames with a wholesale cost as of September 15, 1990 of \$35.00 or less (including at least 50 different frame selections for each of the following groups: male children, female children, male adults and female adults) based upon which the program carrier shall establish a cost index that reflects the percentage change on the wholesale costs of such frames after the base date of September 15, 1990. The maximum acquisition cost of \$35.00 set forth in section IV(A)(4) shall be adjusted on October 1 of each year commencing in 1991 by the percentage change indicated by the cost index on these dates.

For lenses and frames provided pursuant to (1), (2), (3) and (4) above, the participating provider may charge the covered person a \$7.50 co-payment. If a covered person chooses lenses or frames costing more than those provided pursuant to (1), (2), (3), or (4), above, or if he/she requests unusual services from the provider, the covered person shall pay in addition, the full additional charge of the provider.

(B) To a nonparticipating provider, the Program shall pay (i) the lesser of 50% of the provider's charge for the lenses and frames or 75% of the average covered Vision Expense Benefits paid to participating providers for comparable lenses and frames or (ii) if greater, the provider's charge for lenses and frames up to a maximum of \$50.

V. Limitations

Frequency:

(A) If a covered person has received lenses or frames for which benefits were payable under this program or the prior program, benefits will be payable for subsequent lenses or frames only if received more than 24 months after receipt of the most recent previous lenses or frames, respectively, for which benefits were payable under this program or the prior program. Lenses and frames received under the company's prescription safety glasses program

Appendix B - continued

for which **no** benefits were received under this program shall not be considered lenses and frames received under this program.

(B) Children up to age 19 who have diabetes or other medical conditions requiring frequent lens changes (as substantiated by an ophthalmologist) will be eligible for **new** lenses whenever they have a prescription change.

(C) Repairs to frames **will not** be subject to a frequency limitation.

VI. Exclusions

Covered Vision **Expense does** not include and no benefits are payable for:

(A) **Sunglasses** to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in section IV (tinted lenses with a tint other than the equivalent of Rose Tints #1 or #2 are considered to be sunglasses for the purpose of this exclusion);

(B) Photosensitive or anti-reflective lenses to the extent the charge for such lenses exceeds the benefit amount for regular lenses as provided in section IV;

(C) Vision examinations;

(D) Medical or surgical treatment;

(E) **Drugs or medications;**

(F) Procedures determined by the program carrier to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses;

(G) Lenses or frames furnished for any condition, disease, ailment or injury arising out of and in the course of employment;

(H) **Lenses or frames ordered:**

(1) before the covered **person** became eligible for coverage; or

(2) after termination **of** coverage:

(I) Lenses or frames ordered while insured but delivered **more** than 60 days after coverage terminated;

(J) Charges for lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which **no** charge would be made in the absence of Vision Expense Benefits coverage;

(K) Charges for lenses or frames which are not necessary, according to accepted standards of ophthalmic practice, or which are not ordered or prescribed by the attending physician or optometrist

(L) Charges for lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for **any** such lenses or frames which are experimental in nature;

(M) Charges for lenses or frames received as a result of eye disease, defect or injury due to **an** act of war, declared or undeclared;

(N) Charges for lenses or frames from any governmental agency which are obtained by the covered **person** without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;

(O) Charges for **any** lenses or frames to the extent for which benefits **are** payable under any health care program supporter-in whole or in **part** by funds of the federal government, or **any** province or political subdivision thereof;

(P) Replacement of lenses or frames which are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth in section V; and

(Q) Charges for the completion of any insurance forms.

VII. Administrative Manual

Policies, procedures and interpretations to be used in administering the Vision **Expense** Benefits Program shall be incorporated in an Administrative Manual prepared by the program carrier upon review and approval by the company and the union.

VIII. Data

The program carrier annually shall furnish the company and the union such information and data as may be mutually agreed **upon** by the parties with respect to vision expense coverage.

IX. Cost and Quality Controls

The program carrier will undertake the following review procedures and mechanisms and report annually to the company-union committee.

(A) Utilization Review

Analysis of various reports displaying such data as procedure profiles, utilization profiles and covered vision expense benefits payments summaries to:

(1) evaluate the patterns of utilization, cost trends and quality of care; and

(2) establish the percentage of covered vision expense benefits payments that are paid to participating providers.

(B) Price Reviews

Where possible, price reviews or other audit techniques shall be conducted to examine records, invoices and laboratory facilities and materials and to verify that charges for covered persons are the same as for other patients. These examinations may include patient interviews and clinical evaluations of services and supplies received.

(C) Evaluation of **Services and** Supplies Received

On a random or selective basis, covered persons who have received lenses and frames under the program will be

Appendix B - continued

selected for subsequent evaluation and examination by consulting providers to ensure that the services and supplies reported were actually provided and were performed in accordance with accepted professional standards. Such evaluations may include the quality of lenses and frames, and other aspects of the services provided.

(D) Survey of Services and Supplies Received

On a random or selective basis, covered persons who have received lenses and frames under the program may be sent a questionnaire to:

(1) determine the level of satisfaction with respect to these lenses and frames;

(2) determine whether lenses and frames for which Vision Expense Benefits were paid were actually received,

(3) determine whether providers recommended unnecessary optional services or supplies; and

(4) identify other problem areas.

(E) Claims Processing

The program carrier may conduct audits of claims being processed such as an analysis of patient histories and screening for duplicate payments in addition to the normal eligibility, benefit and charge verifications.

(F) Provider Review

When the program carrier or a covered person does not agree with the appropriateness of a service provided or a charge made under the program by an optometrist practicing in Ontario, the matter may be presented to the licensing college under the Ontario Health Disciplines Act for resolution. Similar matters involving other providers may be referred by the program carrier to the appropriate licensing agency or, where operative, to peer review. The program carrier will seek to establish peer review where it does not exist.

EXHIBIT V

PROSTHETIC APPLIANCE AND DURABLE MEDICAL EQUIPMENT EXPENSE BENEFITS PROGRAM

I. Enrollment Classifications

Prosthetic Appliance and Durable Medical Equipment Expense Benefits coverage for an eligible employee, retired employee or surviving **spouse** shall include coverage for dependents **as** they are defined for hospital-surgical-medical-**drug** expense coverage under the H-S-M-D-D-V Program.

II. Description of Benefits

Prosthetic Appliance and Durable Medical Equipment Expense Benefits will be payable, subject to the conditions herein; if any covered person, **as** defined in section III (B), while prosthetic appliance and durable medical equipment expense coverage **is** in effect with respect to such covered person, incurs covered prosthetic appliance and durable medical equipment expense.

III. Definitions

As used herein:

(A) "physician" means a legally, **qualified and licensed** medical practitioner. Solely in connection with the prescribing of prosthetic lenses under section IV (A) (2) (a), **an optometrist who** is legally licensed to **practice** optometry at the time and place services **are performed**, shall be deemed to be a physician to the extent that he/she renders services he/she is legally qualified to perform;

(B) "covered person" means the eligible employee, retired employee, eligible surviving Spouse and their eligible dependents;

(C) "covered prosthetic appliance and durable medical equipment **expense**" means charges incurred for prosthetic appliances in accordance with section IV (A) or for durable medical equipment in accordance with **section IV (B)**;

Appendix B - continued

(D) “prosthetic appliance” means an external prosthetic device or an orthotic appliance as described in IV (A);

(E) “durable medical equipment” means an item of equipment as described in IV (B);

(F) “provider” means a facility or dealer which supplies prosthetic appliances or durable medical equipment:

(G) “usual, reasonable and customary” means the actual amount charged by a provider for a prosthetic appliance or for durable medical equipment, but only to the extent that the amount is reasonable and takes into consideration:

(1) the usual amount that the provider most frequently charges the majority of his/her patients or customers for the prosthetic appliance or durable medical equipment provided,

(2) the prevailing range of charges made in the same area by similar providers for the prosthetic appliance or durable medical equipment furnished; and

(3) with respect to prosthetic appliances only, unusual circumstances or complications requiring additional time, skill and experience in connection with a particular prosthetic appliance.

IV. Benefits

(A) Prosthetic Appliances

(1) ~~When~~ obtained from a provider by a covered person on the advice in writing of the attending physician, benefits will be payable on a usual, reasonable and customary charge basis for external prostheses and orthotic appliances which replace all or part of a body organ (including contiguous tissue) or replace all or part of the functions of a permanently inoperative or a malfunctioning body organ. Benefits shall also be payable for the replacement, repairs, fittings and adjustments of such devices. To be covered under this benefit, however, the advice in

Appendix B - continued

writing of the attending physician must include a description of the equipment as well as the reason for use or the diagnosis.

(2) Included in the external prostheses and orthotic appliances for which benefits shall be payable are:

(a) Artificial arms, legs, eyes, ears, noses, larynxes, Prosthetic lenses (for people lacking an organic lens or following cataract surgery); aniseikonic lenses: above or below knee or elbow prostheses; external cardiac pacemakers; terminal devices, such as a hand or hook whether or not an artificial limb is required.

(b) Rigid or semi-rigid supporting devices (such as braces for the legs, arms, neck or back), splints, trusses; and appliances essential to the effective use of an artificial limb or corrective brace.

(c) Ostomy sets and accessories (including disposable gloves), catheterization equipment, urinary sets, external breast prostheses (including surgical brassieres) and orthopedic shoes (when used as an integral part of an orthotic appliance).

(d) Wig or hairpiece including duplicates, when hair loss is due to chemotherapy or radiation treatment, alopecia (excluding the following natural non-medical conditions causing hair loss: luminaria, male pattern baldness, prematura, senilis and totalis), hypothyroidism, traumatic scald and scalp fungal infection.

(e) Cochlear implants.

(3) Exclusions from this benefit IV(A) include, but are not limited to:

(a) Dental appliances, hearing aids and, except as provided above, eyeglasses;

(b) Non-rigid appliances and supplies such as elastic stockings, garter belts, supports and corsets.

(B) Durable Medical Equipment

(1) When obtained from a provider by a covered person, benefits will be payable on a usual, reasonable and customary charge basis for the purchase or rental of durable medical equipment, subject to the following:

(a) The equipment must be:

- (i) prescribed by a licensed physician;
- (ii) reasonable and necessary for the treatment of an illness or injury, or to improve the functioning of a malformed body member;
- (iii) able to withstand repeated use;
- (iv) primarily and customarily used to serve a medical purpose;
- (v) generally not useful to a person in the absence of illness or injury; and
- (vi) appropriate for use in the home.

(b) The rental price of the durable medical equipment shall not exceed the purchase price. The decision to purchase or rent shall be based on the physician's estimate of the duration of need as established by the original prescription.

(c) When the durable medical equipment is rented and the rental extends beyond the original prescription, the physician must re-certify (via another prescription) that the equipment is reasonable and medically necessary for the treatment of the illness or injury. In the event the recertification is not submitted, benefits will cease as of the original duration of need date or (30) days after the date of death, if earlier.

(d) When the durable medical equipment is purchased, benefits shall be payable for repairs except that routine, periodic maintenance is excluded.

(e) Included in the durable medical equipment for which benefits shall be payable are:

(i) Hospital beds (with or without mattresses), rails, cradles and trapezes;

(ii) Crutches, canes, patient lifts, walkers **and** wheelchairs (or electric scooters **m** lieu of a wheelchair);

(iii) Bedpans, commodes, urinals -- if patient **is** bed confined and portable toilets for a patient who has otherwise qualified for **a** commode;

(iv) Oxygen sets and respirators; (if the prescription is **for** oxygen, the physician must indicate how it is to be administered and what apparatus is to be used);

(v) Decubitus (ulcer care) equipment, dialysis equipment, dry heat and ice application devices;

(vi) I. V. stands, intermittent pressure units, neuromuscular stimulants, sitz baths, traction equipment, vapourizers and standard whirlpool baths; (including installation costs up to a maximum of **\$500**;

(vii) Electromagnetic coil bone growth stimulator;

(viii) Home glucose monitors (glucometers and dextrometers);

(ix) Disposable diapers and cloth diapers for **all** incontinent persons;

(x) Allowance of up to **\$800** for pressure injection devices for insulin once every five (**5**) years when such pressure injection device **is** used in lieu of **needles** and syringes;

(xi) Raised toilet seats for all medical conditions;

(xii) Soft casts **to a maximum of \$30** per cast;

(xiii) Reusable underpads for wheelchairs **to a maximum of 6** per year;

(xiv) One pair of custom made corrective **footwear** per year (excluding ~~off-the-shelf~~ orthopedic foot wear) **to a maximum of \$750 per year**.

(f) Exclusions from this benefit IV(B) include, but are not limited **to**:

(i) Deluxe equipment such as motor driven wheelchairs and **beds**, except when such deluxe features are necessary for the effective treatment of a patient's condition and required in order for the patient to operate himself/herself;

(ii) Items that are not primarily medical in nature or are for comfort and convenience (e.g., bed-boards, overbed tables, adjust-a-bed, bathtub lifts, telephone arms, air conditioners, etc.);

(iii) Physicians' equipment (e.g., infusion pumps, sphygmomanometer, stethoscope, etc.);

(iv) Disposable supplies (e.g., disposable sheaths and bags, elastic stockings, etc.);

(v) Exercise and hygienic equipment (exercycle, Moore wheel, bidet toilet seats, bathtub seats, etc.);

(vi) Self-help devices that are not primarily medical in **nature** (e.g., elevators, sauna baths, etc.); and

(vii) Arch supports.

V. Limitations

Covered prosthetic appliance and durable medical equipment expense **does** not include and **no benefits are** payable for:

(A) Prosthetic appliances or durable medical equipment furnished for any condition, disease, ailment or injury arising out of and in the course of employment.

(B) Charges for prosthetic appliances or durable medical equipment for which **no** charge is made that the covered person is legally obligated to pay or for which **no** charge would be made in the absence of Prosthetic Appliance and Durable Medical Equipment Expense Benefits coverage:

(C) Charges for prosthetic appliances or durable medical equipment (or items or special features related thereto) which **are not necessary**, according to accepted standards of medical practice, or which **are not ordered or prescribed** by the attending physician;

(D) Charges for prosthetic appliances or durable medical equipment which **do** not meet professionally accepted standards, including charges for any such appliances or equipment which are experimental in nature;

(E) Charges for prosthetic appliances or durable medical equipment received as a result of disease, defect or injury due to an act of war, declared or undeclared;

(F) Charges for prosthetic appliances or durable medical equipment from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental **body**;

(G) Charges for any prosthetic appliances or durable medical equipment to the extent for which benefits are payable under any health care program supported in whole or in part **by** funds of the federal government or any province or political subdivision thereof;

(H) Charges for the completion of any insurance forms.

EXHIBIT VI

SEMI-PRIVATE HOSPITAL ACCOMMODATION BENEFIT

I. Enrollment Classifications

Semi-private Hospital Accommodation Benefit coverage for an eligible employee, retired employee or surviving spouse shall include coverage for eligible dependents.

II. Description of Benefits

Semi-private hospital accommodation benefit will be payable, **subject** to the conditions herein, if any covered **per-son**, while Semi-private Hospital Accommodation coverage is in effect with respect to such covered **person**, **incurs** Covered semi-private hospital accommodation expense.

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III. Definitions

As used herein:

(A) "covered person" means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents.

(B) "covered semi-private hospital accommodation expense" means the charges incurred for semi-private hospital accommodation in accordance with section IV;

IV. Benefits

The covered person may obtain semi-private hospital accommodation benefits that the hospital shall have agreed to furnish covered persons in accordance with the following reimbursement arrangement:

(A) Reimbursement for the difference in cost between standard ward charges and the cost of semi-private accommodation in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is occupying, or has occupied an active treatment bed.

(B) Reimbursement for the difference in cost between standard ward charges and the cost of semi-private accommodation in a convalescent or rehabilitation hospital or a convalescent or rehabilitation wing in a public general hospital when the standard ward charges are paid by any Provincial Government Health Plan of the Province in which the patient is a resident and when the patient is occupying or has occupied a convalescent or rehabilitation bed.

(C) In a public chronic hospital or chronic wing facilities of a public general hospital, a maximum reimbursement of \$10.00 per day effective September 24, 1990 for 120 days per benefit year (beginning with the first, paid claim) for the difference between the charges for a standard ward and the cost of semi-private accommodation when the patient has occupied semi-private accommodation.

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V. Limitations

(A) Where the subscriber or dependent has occupied a chronic bed in a **semi-private room, either** in, or outside, of the province of residence, a maximum of **\$10.00 difference** per day, effective September 24, 1990 shall be allowed for a maximum of 120 days in any 12 month **period**.

(B) To be eligible for reimbursement for occupancy of a chronic bed, accommodation must be in a public chronic hospital or a chronic wing facility of a public **general** hospital.

(C) No benefit shall apply to semi-private accommodation in, a nursing home, T.B. sanatorium or mental hospital;

(D) Payment of benefits is contingent upon the Provincial Health Insurance Plan in **the** Province in which the patient resides accepting or **agreeing** to pay the ward or standard rate.

(E) Reimbursement shall not be made in respect to any eligible **expense** unless a claim is filed as **required** by the carrier.

VI. Exclusions

Covered **Semi-Private Hospital Accommodation** benefit **does not** include and no benefit is payable for:

(A) semi-private hospital accommodation where the covered **person** is not occupying an active treatment bed, a rehabilitation or convalescent bed, or a **chronic care bed**.

(B) **charges for completion of any insurance forms.**

(C) charges for semi-private hospital accommodation where such **benefits** are provided to the covered **person** without cost by **compliance** with laws or regulations enacted by any **federal, provincial, municipal or other governmental body.**

VII. Intent of Exhibit VI

Inclusion of this exhibit **VI** to the Insurance Program resulting from the 1984 negotiations should not be interpreted to remove or limit any previously existing coverage.

EXHIBIT VII

PRESCRIPTION DRUG BENEFITS

I. Enrollment Classifications

Prescription drug Coverage for an eligible employee, retired employee ~~or surviving spouse~~ shall include coverage for eligible dependents (including only spouse and eligible children).

II. Description of Benefits

Prescription drug benefits will be payable, subject to the conditions herein. if an employee, retired employee, surviving spouse or eligible dependent, while prescription drug Coverage is in effect with respect to such individual, incurs covered prescription drug expense.

III. Definitions

As used herein:

(A) "covered person," means the eligible employee, retired employee, eligible surviving spouse and their eligible dependents.

(B) "covered prescription drug expense" means the charges incurred for prescription drug expense for such drugs as described below and are either drugs obtained from a participating or member pharmacy payable in accordance with section IV.A., or for drugs obtained from a non-participating pharmacy payable in accordance with section IV.B.

(C) "drug" means and includes:

(i) any substance that as of October 1, 1993 is named in the latest edition from time to time of the Food and Drug Act Regulations(Canada) Schedule F;

(ii) any substance that is listed in the latest edition of Schedules C, E, F, G and N, Ontario Regulations under the Health Disciplines Act 1974, Pharmacy Part;

(iii) any substance that is registered in the Narcotic Act of Canada:

(iv) syringes, disposable syringes, needles and diabetic testing agents.

(v) All compounded prescription medication regardless of the active ingredients, provided that they do not contain only excluded items, and the single entity pharmaceuticals as specifically listed on the "Apoth-A-Care 0" Plan dated September 1983.

(vi) The carrier, upon approval of the company, may apply the principle of product selection in the dispensing of prescription **benefits** to the extent imposed by the Ontario **Drug Benefit**.

(vii) **A** new drug product approved by the Ontario Ministry of Health on or after October 1, 1993 and included in the Ontario Drug Benefit Plan Formulary. Drug products that may be removed from the **Ontario Drug Benefit Plan** Formulary after October 1, 1993 will continue to be a covered drug under prescription drug expense **benefits** unless the joint Health Care Committee jointly **agrees** to remove the product because there is a **cheaper** substitute available or because it is no longer considered to be therapeutically necessary.

Provided that for the purposes of this **Agreement**, **drug** shall be deemed in its meaning not to include any substance or **preparation** if the same shall **be offered** for **sale** by a Member Pharmacy or a Pharmaceutical Chemist, or sold **by a Member Pharmacy or Pharmaceutical chemist as, or as part of, a food, drink, or cosmetic** or for any purpose **other than the prevention or treatment** of any ailment, disease, or physical disorder.

(D) "participating or member pharmacy" means corporations, partnerships, sole proprietorships, public clinics, or public hospitals **as shall from time to time become member pharmacists bound by a carrier/member pharmacy agreement.** A participating **or member pharmacy** is one who provides **dispensing services** in accordance with the agreement with the carrier.

(E) "pharmacy agreement" means the provider of service **agreement** with the carrier respecting the payment for

Appendix B - continued

the dispensing of prescriptions by which member pharmacies agree to be bound.

(F) "prescription" means an order or direction either oral or in writing, given by a practitioner ordering or directing that a stated amount of any drug, or drugs as specified in such order be dispensed by a member pharmacy or a pharmaceutical chemist for a person named in such order or direction. Prescription also includes prescription services.

(G) "pharmaceutical chemist" means a legally qualified pharmaceutical chemist.

(H) "practitioner" means a practitioner legally qualified to practice the professions of medicine or dentistry.

IV. Benefits

(A) From a participating or member pharmacy, the covered person may obtain prescription drugs subject to payment by the covered person of \$0.35 for each separate prescription order and refill.

(B) From a non-participating pharmacy, the plan shall pay the usual, reasonable and customary charge paid to a participating or member pharmacy for any prescription drug dispensed by a Pharmaceutical Chemist, a hospital, medical clinic, physician or dentist, less \$0.35 for each such separate prescription order and refill.

V. Choice of Pharmacy

The subscriber may choose any member pharmacy or pharmaceutical chemist recorded in the records of the carrier as a member in good standing at the time of dispensing of any prescription then authorized by the carrier. The carrier has the right to terminate the membership of any member pharmacy in accordance with the terms of the pharmacy agreement.

VI. Exclusions

Covered Prescription Drug Benefits expense does not include and no benefits are payable for:

Appendix B - continued

(A) Vitamin products, except those which must be injected;

(B) Proprietary medicines defined in Division 10 of the Food and Drug Act of Canada:

(C) **Blood and blood plasma:**

(D) Contraceptive foams or gels: or appliances whether or not such prescription is given **for medical reasons;**

(E) Medication, cosmetics, laxatives and medicines which may be lawfully sold or offered for sale in places other than in a retail pharmacy, and which are not normally considered by practitioners as medicines for, which a prescription is necessary or required.

(F) Prescription for drugs or products not listed in the latest issue of the Green Shield pharmaceutical directory that lists the drug products described in section III C(V) of exhibit VII.

(G) Prescriptions for which the patient may be compensated under the Workers' Compensation Act or obtains reimbursement from a municipal, state, provincial or federal government, agency or foundation.

(H) Charges for completion of any insurance forms.

VII. Limitations

(A) Syringes, disposable syringes and needles, diabetic testing agents and insulin are paid at a reasonable; usual and customary suggested retail price.

(B) Injectables or medicine injected by a physician are paid for at the cost of the injectable medicine only.

(C) Syringes, disposable syringes and needles will not be a covered benefit under Prescription Drug Expense Benefits for a period of five (5) years from the date that an insulin pressure injection device is approved by the carrier as a covered durable medical equipment expense under the

Prosthetic Appliance and Durable Medical Equipment Expense Benefits set forth in exhibit V.

EXHIBIT VIII

NURSING HOME CARE BENEFITS

This will confirm our understanding reached during these negotiations with respect to the supplementary coverage for nursing home care benefits provided under section 1 (a) (6) of the H-S-M-D-D-V Program of appendix 'B' to the Collective Agreement.

It was agreed that the benefit payment under such coverage for the patient co-payment expense in an approved Nursing Home (or effective October 5, 1987 in a Home for the Aged licensed by the Ministry of Community and Social Services under the Homes for the Aged and Rest Homes Act of Ontario) shall be the difference between the daily allowance paid to the Nursing Home by the Ontario Ministry of Health for Extended Care Services in a standard ward and the Nursing Home's daily charge up to the semi-private rate if such accommodation is occupied, as approved by the Ministry of Health and in effect during the term of the Collective Agreement.

February 1, 1971

Mr. R. P. Rudling
President, Local 240 of
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, **Ontario**

Dear Mr. Rudling:

As discussed during negotiations the company **agrees** to furnish annually the following data:

1. data **as** to the number of employees, retired employees and surviving spouses with hospital-medical-surgical-drug expense coverages provided at company expense by enrollment classification and local plan a m , during a representative month in the preceding calendar year,
2. presumptive premium or subscription rate for the ensuing year by enrollment classification, by local plan area:
3. presumptive premium **or** subscription rates for the ensuing year for **sponsored** dependents, if applicable, by local plan **area**.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
J. Paterson
Industrial Relations Manager
Windsor **Operations**

J. Paterson:hz

January 1, 1974

Mr. D. Hebert
President Local **240**
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

~~Dear~~ Sir:

In past negotiations, the union stated that it wanted to avoid the possibility of a problem concerning the extended disability insurance area with respect to the use of company medical officers to terminate an extended disability claim.

The company stated that it did not and will not use company doctors to terminate an extended disability claim.

Yours very truly,
~~Ford~~ Motor Company of
Canada, Limited
J. Paterson
Industrial Relations Manager
Windsor Operations

January 1, 1974

Mr. D. Hebert
President, Local 240 of
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Sir:

This will confirm that commencing April 1, 1971 the company arranged for supplementary coverage to pay physicians, or to reimburse patients, for covered medical surgical and hospital expenses incurred under certain circumstances outside the patient's province of residence.

Benefits are **being** provided under such coverage upon submission of **proof** satisfactory to the insurer that **a member** received covered services out of the province of his residence because of (i) accidental injury or emergency medical-surgical services or (ii) referral for **medical-surgical** care by the member's attending physician.

The benefit payment for covered medical-surgical **expenses** incurred equals the fee charged for such services less the fee scheduled under the provincial **medical-surgical** plan for the covered services received, but only **to** the extent that the fee charged is reasonable and customary in the area where covered services are received.

The benefit payment for covered hospital expenses incurred equals the hospital's charge for covered services in semi-private accommodations less the sum of the payment made by the provincial **and** supplementary hospital plans.

Appendix B - continued

Covered services are those medical-surgical services for which a fee is scheduled under the fee schedule of the provincial medical-surgical plan and those hospital services for which a benefit is provided under the ward coverage of the provincial hospital plan.

Yours very truly,
J. Paterson
Industrial Relations Manager
Windsor Operations

December 1, 1976

Mr. D. Hebert
Chairman of the Negotiating Committee
Local 240 (UAW)
Windsor, Ontario

Dear Sir:

This is to confirm the understanding given during 1976 contract discussions as to the implementation of section 1 (d) and section 8 of the H-S-M-D-D-V Program set out in appendix 'B'.

The company undertakes that the options available thereunder to provide for coordination of benefits with respect to Hospital-Surgical-Medical-Drug-Dental-Vision-Hearing Aid Expense Benefits or to provide a plan of Hospital-Surgical-Medical-Drug-Dental-Vision-Hearing Aid Expense Benefits supplementary to such government benefits or substitute a plan of Hospital-Surgical-Medical-Drug-Dental-Vision-Hearing Aid Expense Benefits for such governmental benefits will not

Appendix B - continued

be exercised except by mutual agreement between the company and the union.

Yours very truly,
Ford Motor Company
of Canada, Limited
J. Paterson
Industrial Relations Manager
Windsor Operations

Concur: Mr. D. Hebert
Chairman of the Negotiating Committee
Local 240 (UAW)

December 1, 1976

Mr. D. Hebert
Chairman of the Negotiating Committee
Local 240 (UAW)
Windsor; Ontario

Dear Sir:

With reference to section 1 of the H-S-M-D-D-V Program, the term "eligible dependents as defined in the said plans" shall include for purposes of the H-S-M-D-D-V Program, "children under 25 years of age, or at any age if totally and permanently disabled, who are unmarried, legally residing with and dependent on the employee and must either qualify in the current year as a dependent under the Canadian Income Tax Act for establishing the employee's withholding tax exemptions or have been reported as a dependent on the employee's most recent income tax return.

This undertaking reflects the provisions of the Minutes of Settlement related to the Collective Agreement dated

Appendix B - continued

February 24, 1965, which were implemented by the company effective November 1, 1966.

Yours very truly,
Ford Motor Company
of Canada, Limited
J. Paterson
Industrial Relations Manager
Windsor Operations

December 1, 1976

Mr. D. Hebert
Chairman of the Negotiating Committee
Local 240 (UAW)
Windsor, Ontario

Dear Sir:

As we discussed during negotiations, it is agreed that the following procedure will govern continued insurance coverage for employees on union leave:

Local Union Leave

The company will undertake to maintain all group insurance and Hospital-Surgical-Medical-Drug-Vision-Hearing Aid coverages for an employee and his eligible dependents while he is on approved leave of absence for the purpose of fulfilling his responsibilities as President or as Financial Secretary-Treasurer of his local union. The company will pay the appropriate premiums; Such an employee, while on an approved local union leave, may continue Dental Expense coverage for the duration of the approved local union leave.

The amount of insurance, established at the commencement of his leave, will be upgraded according to the insurance amounts which would be applicable to his base monthly salary were he working in the office.

Appendix B - continued

The upgrading takes place following contract negotiations, and incorporates any new benefits which may be applicable, and thereafter **as** of the dates set out in section **5** of the program to redetermine the correct amounts of insurance applicable to each employee on such leave.

Employees on Leave to Work for the International union

The present practice will be continued whereby an employee on approved leave of absence to work for the International union will be allowed **to** maintain his Group Life, Accidental Death and Dismemberment Insurance and Survivor Income Benefits Insurance and Hospital-Surgical-Medical-Drug-Vision-Hearing Aid coverages (but not dental expense coverage) by paying the contributions outlined in the program.

The amount of insurance, established at the commencement of his leave, will be upgraded according to the insurance amounts which would be applicable to his base monthly salary were he working in the office. The upgrading takes place following contract negotiations, and incorporates any new benefits which may be applicable, and thereafter **as** of the dates **set out** in section **5** of the program **to** redetermine the correct amounts of insurance applicable to each employee on such leave.

Yours very truly,
Ford Motor Company
of Canada, Limited
J. Paterson
Industrial Relations Manager
Windsor Operations

October 16, 1982

Mr. D. Hebert
Chairman of the Negotiating Committee
Local 240 (UAW)
Windsor, Ontario

Dear Sir:

As agreed in the course of current negotiations the company will continue its undertaking with respect to the St. Catharines and Community District Group Health Foundation or similar non-profit group medical practice plans (or Individual Practice Association) to the extent that the programs and operations of such plans are in accord with the functions and regulations of the applicable provincial government agencies. Subject to review and study of such plans, and by mutual agreement between the parties, employees at each applicable location would be afforded the option to subscribe to such a local plan at annual "option periods" to be mutually agreed upon by the company and the union.

For employees in active employment or on layoff or disability leave of absence, surviving spouses and retirees subscribing to any such group practice plan, the company shall contribute on the basis set forth in the Hospital-Surgical-Medical-Drug-Dental-Vision Insurance Program for hospital-surgical-medical-drug-dental-vision-hearing aid coverages but such contributions for employees in active employment or on layoff or disability leave of absence, surviving spouses and retirees shall not exceed those which would be required if such employees, surviving spouses and retirees were enrolled in the hospital-surgical-medical-drug-dental-vision-hearing aid coverages

Appendix B - continued

provided by the program. At its option, the company may, **from** time to time, waive this limitation in whole or in part.

Yours very truly,
Ford Motor Company
of Canada. Limited
J. R. Steele
Industrial Relations Manager
Windsor Operations

October 16, 1982

Mr. D. Hebert
Chairman of the Negotiating Committee
Local 240 (UAW)
Windsor, Ontario

Dear Sir:

Where permitted by **Green Shield Prepaid Services Inc.**, The Excelsior **Life Insurance** company, or their affiliates, and **Ontario** Health Insurance Plans, under the policies or contracts under which the employee is covered, the company may permit an employee to elect hospital, medical, prescription drug, vision, hearing aid coverages (but not dental expense coverage) for a dependent other **than** those presently provided for, who is **related to** the employee by blood or marriage or a member of his household; **dependent upon the** employee for more than half of his support as defined in the Canadian Income Tax Act and must either qualify in the current **year as** a dependent under the Canadian Income Tax Act for establishing the employee's withholding tax exemptions or have been reported as **a dependent on** the employee's most recent Income Tax return.

Coverages provided under this letter for a dependent enrolled at **the time of** an employee's death may be continued at the option of the employee's surviving spouse

while such spouse is enrolled for coverages as provided in section 2 (e) and section 4 (d).

The employee or surviving spouse as applicable shall pay the entire cost of coverage for such dependents.

Yours very truly,
Ford Motor Company
of Canada, Limited
J. R. Steele
Industrial Relations Manager
Windsor Operations

October 16, 1982

Mr. D. Hebert
Chairman of the Negotiating Committee
Local 240 (UAW)
Windsor, Ontario

Dear Sir:

During current negotiations, we were requested to provide you with a letter relative to retroactive hospital-surgical-medical-drug-dental -vision-hearing aid coverages for surviving spouses and their eligible dependents. Subject to the regulations of the applicable plan the company will attempt to arrange with Ontario Health Insurance Plan, Green Shield Prepaid Services Inc., and The Excelsior Life Insurance company, or their affiliates, to provide retroactive coverage in accordance with the following:

1. Coverage for the eligible surviving spouses and their eligible dependents referred to in section 2(e) of the Insurance Program, not enrolled for coverage following the date the employee or retired employee dies, will be effective retroactive to the date coverage would have been effective if enrollment had occurred

at the proper time; however, the retroactivity may not exceed twelve months from the date the enrollment actually **occurred**, and in no event may such retroactive coverage be effective prior to the date the survivor became eligible for coverage under the agreement.

2. The company will pay the group premium or subscription charges due for all retroactive coverage referred to above.

Yours very truly,
Ford Motor Company
of Canada, Limited
J. R. Steele
Industrial Relations Manager
Windsor Operations

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee
Local 240 (UAW)
Windsor, **Ontario**

Dear **Sir**:

This will confirm our understanding reached during these negotiations with **respect to** employees or retired employees **receiving** services through approved residential **substance** abuse treatment facilities.

The company shall make **arrangements** to provide coverage for the payment of any daily **charge** levied on **an** employee or a retired employee who is under treatment for **substance** abuse in a residential **substance** abuse treatment facility which has been approved by the company Medical Director. **Benefits** will be provided under such coverage only for employees who **are** actively involved in the Ford-

Appendix B - continued

UAW substance abuse program and are admitted to a treatment facility on the recommendation of the company Medical Director.

The payment of such benefits will be contingent upon the employee's or retired employee's successful completion of required treatment.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Concur: L. Campbell

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee
Local 240 International Union, United
Automobile, Aerospace and Agricultural
Implement Workers of America (UAW)
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Sir:

This will confirm our understanding reached during **these** negotiations with respect to carriers for health care coverages provided for salaried employees represented by local 240 in the Province of Ontario.

It **was agreed** that the company **shall continue** arrangements with The Excelsior Life Insurance company or their affiliates to be the carrier for the Dental Plan, Vision Care Plan and Hearing Aid **Plan** for salaried employees in the Province of Ontario.

Appendix B - continued

It was also agreed that the company shall continue arrangements with the Green Shield Prepaid Service Inc. to be the carrier for the Prescription Drug Plan, Semi-Private Hospital, Out of Province Coverage, Prosthetic Appliance and Durable Medical Equipment Plan, and Nursing Home Care Plan for salaried employees in the Province of Ontario.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Concur: L. Campbell

October 5, 1987

Mr. R. Jacques
Chairman of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Sir:

In the event of the introduction of new or expanded provincial or federal programs providing dental benefits generally similar to those **provided under** appendix 'B' to the Collective Agreement, the following principles will apply with respect to section 8 of the H-S-M-D-D-V Program in appendix 'B':

1. The company will maintain the current negotiated level of dental benefits as nearly equal as practicable through supplementation, if necessary.

Appendix B - continued

2. Commencing with the date any such dental benefits become available and continuing through September, 1990, the company will pay to the appropriate agency providing benefits any required direct premiums for eligible employees or dependents for such dental benefits up to the level of the benefits provided under appendix 'B'.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA. Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

October 5, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, **Aerospace**
and Agricultural Implement
Workers **Union** of Canada (CAW - Canada)
3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

This will confirm our understanding reached during the 1987 negotiations with respect to a course of chiropractic treatment that exceeds the period covered by the provincial medical-surgical plan provided under section 1(a)(1) of the **H-S-M-D-D-V** section of appendix **B** to the Collective Agreement.

It was agreed that in cases where the annual benefit for chiropractic treatments covered by the Ontario Health

Appendix B - continued

Insurance Plan (OHIP) has been exhausted, the company will arrange with the carrier to reimburse patients for chiropractic treatments received beyond the period covered by OHIP. Such chiropractic expense will be reimbursed in an amount equal to the payment made by OHIP for chiropractic services rendered but not for radiographs (X-rays).

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

October 5, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW - Canada)

3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

This will confirm our understanding reached during the 1987 negotiations with respect to the Prescription Drug Benefits coverage set forth in exhibit VII of appendix B to the Collective Agreement.

It was agreed that the company/union committee provided for under section 9 of the H-S-M-D-D-V section of appendix B to the Collective Agreement will meet as soon as practicable to consider the merits of establishing a system

Appendix B - continued

of mandatory price selection. If such a system is mutually agreed to it will be designed to ensure that quality pharmaceutical products will continue to be provided for covered persons at a reasonable cost to the Prescription Drug Benefits Plan and could provide that:

1. when a drug prescribed for a covered person has a legally substitutable generic equivalent, the maximum benefit under the Plan for such drug will be limited to the cost of the lowest priced legally substitutable generic drug, and
2. when the covered person chooses the more costly drug, in lieu of the lowest priced legally substitutable generic drug, such person will be responsible for the difference in cost. However, in cases where the covered person's physician specifically prescribes a more costly drug rather than a legally substitutable generic equivalent of the drug and writes "no substitution" on the prescription, the Plan will pay for the cost of the prescribed drug.

To implement the change to a mandatory price selection system without disruption to the covered person's prescription drug benefits and to ensure that all covered persons and providers are fully cognizant with the change, the company/union committee may meet with the carrier to arrange for the system change and may communicate directly with employees and their families as well as the providers.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

October 5, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW - Canada)
3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

This will confirm our understanding **reached** during the current negotiations with respect to disability benefits for employees who **undergo** sterilization or sterilization reversal procedures.

Sickness and Accident Benefits will be provided for **those** employees who claim total disability due to a sterilization or sterilization reversal procedure **on** the same **basis** as for other illness claims.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

September 24, 1990

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the recent negotiations, the union expressed concern that employees and their eligible dependents did not have current information on their dental benefit utilization during a Plan year.

The company agreed to ask the dental expense benefit carrier to show Plan year-to-date benefit payments on the explanation of benefits accompanying each benefit payment.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

September 24, 1990

Mr. R. Jacques
Chairperson of the Negotiating Committee → Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street, 3rd Floor
Windsor, Ontario, N8X 2E6

Dear Mr. Jacques:

During the recent negotiations considerable discussion took place concerning advantages to the parties of having a annual meeting with the union benefit representatives and the company benefit representatives in attendance.

The purpose of the ~~meeting~~ would be mainly for educational purposes ~~and~~ would cover such topics ~~as~~, but not be limited ~~to~~, new legislation, new or updated procedures ~~as~~ they affect the negotiated benefits, and ~~other~~ matters that would improve the knowledge and proficiency of the benefits representatives.

The national union will ~~be given the~~ opportunity ~~to~~ review the ~~agenda~~, and make necessary recommendations, ~~as~~ well as attend and participate in the proceedings;

~~In~~ this connection, the company has agreed to provide pay for lost time (eight hours base pay rate plus COLA) ~~to~~ union benefit representatives who attend the annual meeting. The employee ~~who~~ has ~~been~~ designated ~~as~~ the regular replacement for the union benefit representative may be activated for the day the benefit representative attends the annual benefit meeting.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA . Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

October 18, 1993

Mr. R. Jacques
Chairman of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

This will confirm our understanding with respect to prescription drug coverage for employees, retired employees, surviving spouses and their eligible dependents who are age 65 or older.

Prescription drug benefits for residents of Ontario who are age 65 or older are available without cost to the individual under the Ontario Drug Benefit Program. It is understood that Ontario residents age 65 or older who are eligible for prescription drug coverage under the H-S-M-D-D-V Program shall be required, to present their prescriptions for dispensing under the Ontario Drug Benefit Program. Benefits as outlined under exhibit VIII of the H-S-M-D-D-V Program shall continue to be provided for covered prescription drug expenses to the extent that benefit coverage for such expenses is not available under the Ontario Drug Benefit Program.

Yours very truly,
R. E. Poynter
Employee Relations Manager
Windsor Operations

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee~ Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW -Canada)
3rd Floor
1214 Ottawa Street
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

This will confirm our understanding reached during the **1993** negotiations with respect to emergency air ambulance services and the services of a Graduate Registered Nurse.

It was agreed that the services described below will be considered covered Extended Health Care Services (EHS) supplementary to the basic hospital, surgical, medical expense benefit coverage provided under section 1(a) of the H-S-M-D-D-V section of Appendix B to the Collective Agreement.

A. Emergency Air Ambulance Services

When it is medically necessary for a covered patient to travel by an air ambulance from a location in North America to the patient's province of residence, the subscriber will be reimbursed for the amount charged to the patient and, when necessary, for the air fare of an accompanying medical attendant as well as the air fares of an accompanying spouse effective November 1, 1993 provided that;

- (1) there is a demonstrated need for the patient to be **confined** to a stretcher or **for a** medical attendant to accompany the patient during the journey,
- (2) the patient is admitted directly to a hospital in the patient's province of residence,

Appendix B - continued

- (3) the patient's Provincial Government Health Insurance Plan makes a payment towards the cost,
- (4) medical reports or certificates from both the dispatching and receiving physicians are submitted, and
- (5) proof of payment including air ticket vouchers or air charter invoices are submitted.

B. Land Ambulance Services

Effective November 1, 1993 when it is medically essential For a covered patient to travel by a licensed land ambulance service (municipal, hospital, private or volunteer) either in the patient's province of residence or out of the patient's province of residence and the patient's Provincial Government Health Insurance Plan makes a payment towards the cost, a benefit will be provided for the patient eo-payment charge, if any, up to the usual, reasonable and customary rate for the area where of the service was received (as determined by the Carrier).

C. Nursing Services

When there is a clear medical necessity for the nursing services of a Graduate Registered Nurse (RN), the subscriber will be reimbursed for the amount charged to the patient for such services for up to two (2) hours per day provided that:

- (1) the nursing care is prescribed by a physician who must indicate:
 - (a) the level of nursing skill required,
 - (b) the amount of time in each day required for nursing services, and
 - (c) the approximate number of weeks or months that nursing care is required,
- (2) the RN is not a relative,
- (3) the RN is currently registered with the appropriate nursing association when the services are performed,

Appendix B - continued

- (4) the patient is not in an institution (i.e.; hospital, nursing home, home for the aged, etc.),
- (5) the rate charged for nursing care does not exceed the level set by the largest nursing registry in Ontario, and
- (6) all applicable provincial or federal government assistance (based on age, disability, income, etc.) is applied for.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Concúr: R. Jacques

October 18, 1993

Mr. R. Jacques
Chairman of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During these negotiations it was agreed that out of province coverage will continue to be supplemented to include special assistance regarding facilitating claims payment and funds transfers. Such assistance will provide that

the payment to a provider (i.e. physician, hospital or clinic) for hospital, surgical, medical services covered under the patient's out-of-province hospital, surgical, medical expense benefits plan and provincial health insurance plan will be guaranteed by the carrier when the provider or covered patient calls a pre-arranged toll-free telephone number. In addition, in cases where a provider will not agree to bill the patient's out-of-province hospital, surgical, medical expense benefits plan or the applicable provincial health insurance plan for covered services as provided above, the carrier will arrange for a direct payment of the eligible hospital, surgical, medical expenses resulting in financial hardship to the patient. Such direct payment to either the provider or the patient will be subject to proper claims submissions by the patient.

The carrier has arranged with MEDEX Assistance Corporation, an international medical service organization, to facilitate its claims payment and funds transfers described above. It was also agreed that a new out-of-province plan brochure that details all the services available to travellers through MEDEX will be developed and distributed to all employees, retired employees and surviving spouses.

In particular such brochure will encourage patients to contact MEDEX whenever possible prior to incurring hospital, surgical, medical expenses so that patients can confirm that the services they are requesting will be covered medical expenses under the out-of-province plan. A multi-lingual MEDEX assistance specialist can provide direction to the best available medical facility or physician that can provide the appropriate care. In serious medical cases, the MEDEX physician will provide case management (i.e. the physician will follow the patient's medical progress to ensure that he/she is receiving the best available medical treatment and keep in constant communication with the patient's family, family physician and the treating physician). Patients who are hospitalized for treatment of an accidental injury or a medical emergency will be advised in the brochure to contact MEDEX if their in-hospital treatment will

Appendix B - continued

continue beyond 5 days so that the MEDEX physician can consult with the treating physician and the patient's family physician and can arrange for air or land ambulance repatriation for the patient (and the patient's accompanying spouse) to a hospital in the patient's province of residence for such continuing treatment.

Yours very truly,
R.E. Poynter
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

October 18, 1993

Mr. R. Jacques
Chairman of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa St.
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Sir:

During these negotiations, the parties renewed their commitment for the company-union committees defined in exhibit II of the H-S-M-D-D-V Program and section 19 of the Group Life and Disability Insurance program to investigate, Consider and, upon mutual agreement, engage in activities that may have high potential for cost savings, while achieving the maximum coverages and service for the employee covered for health care benefits. These activities may also include the implementation of pilot

Appendix B - continued

programs to improve the functioning of the programs and reduce costs under the Group Life and Disability Insurance and the H-S-M-D-D-V Programs.

The H-S-M-D-D-V Program coverages to be discussed may include, but will not be limited to, the following:

- Study and evaluate mail order pharmacy arrangements and, if mutually acceptable, implement a pilot program that will give employees, retired employees and surviving spouses an option to purchase their drugs through a mail order pharmacy without the requirements of a co-pay.
- Consider implementing alternative systems for the delivery of benefits such as dental capitation plans and preferred provider organizations.
- Study and evaluate the CAW Medication Awareness Pilot Program in St. Catherine's and the Sunnybrook Hospital Program to determine the feasibility of developing and implementing a similar program specifically for Chrysler employees and retirees.
- Review the drug products removed by the Ontario Drug Benefit Plan from their formulary that they have determined to be no longer therapeutically necessary or because there is a cheaper substitute available, in order to determine whether such drug products should also be removed from the employee's Drug Plan.
- Study the proposed Ontario long term care program which includes alternatives to extended care in nursing homes and homes for the aged.
- Study and evaluate the concept of a flat fee schedule for vision care benefits, in place of the current vision program utilizing participating providers.
- Meet with the carrier to discuss the implementation of a mutually acceptable third party adjudication

process when the dental consultant and practitioner do not agree on an alternate dental procedure.

The Group Life and Disability Insurance programs topics which may be discussed shall include;

- The integration of Extended Disability Benefits with the Unemployment Insurance disability benefits.
- A method of encouraging employees in receipt of EDB benefits and/or disability retirement benefits to reapply to Canada Pension Plan when initially denied disability benefits.
- Meet with London Life for the purpose of ensuring timely S&A payments and to discuss possible revisions to the supplementary form in an effort to reduce the frequency of the requests.

The parties agree that the company-union committees will begin discussions on these issues as soon as practicable after negotiations and will meet no less frequently than three times each year.

Yours very truly,
R.E. Poynter
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

APPENDIX C
ASSIGNMENT AND AUTHORIZATION
FOR *DEDUCTION* OF UNION DUES

To my employer:

Date:

Location

Address

, Ontario

I hereby assign to Local 240, C.A.W. from any Regular Supplemental Unemployment Benefits to be paid to me, in accordance with the provisions of any Collective Agreement in force from time to time between the Ford Motor Company of Canada, Limited (hereinafter called the "company") and National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada) and its Local 240 (hereinafter called the "union") the monthly dues and other assessments and dues authorized by the constitution of the national union. I authorize and direct the Trustee of the Supplemental Unemployment Benefit Plan Fund to deduct such amounts from any Regular Supplemental Unemployment Benefits payable to me during each calendar month in accordance with such arrangements as may be agreed to between the company **and** the union, and **to** remit the same **to** Local 240, C.A.W.

I may revoke this assignment as of any anniversary date hereof by written notice, signed by me, of such revocation received by the company at the above address by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days before any such anniversary dates.

Signed _____

Social Insurance Number _____

Street & No. _____

City _____ Province _____

APPENDIX D

RULES OF PROCEDURE GOVERNING APPEALS TO THE UMPIRE

1. It is the intention that appeals shall normally be heard in the order of date of appeal at the last step of the grievance procedure. However, where the appropriate local and the company are agreed that a particular appeal should be expedited and heard ahead of its turn, or that a particular appeal should be deferred, then the particular appeal shall be heard out of turn accordingly.
2. From time to time the parties to this agreement shall request the umpire to reserve sufficient days to hear appeals to **be** allocated to him/her.
3. Each list of appeals to **be** heard by the umpire shall comprise appeals arising within the same bargaining unit. The appropriate local and the company shall from time to time settle each list of **appeals to be** allocated to and heard by the umpire.
4. Appeals on each list of appeals allocated to the umpire shall be heard by him/her **on** the next reserved day or days not less than 30 days following the date of allocation of such list. When mutually agreed between the appropriate local and **the** company, a particular appeal may be heard by the umpire **on an** earlier day.

APPENDIX E

**HARASSMENT/DISCRIMINATION
INTERNAL COMPLAINT RESOLUTION
PROCEDURE ("THE PROCEDURE")**

During the current negotiations, the parties discussed Human Rights issues in **the** workplace. The parties have committed to implementing the Procedure for the benefit of all Ford Motor Company of Canada, Limited employees. In addition, the parties agreed to outline the Procedure within the context of **this** Appendix.

Ford Motor Company of Canada, Limited and the National Union CAW are committed to providing **a** harassment and discrimination free workplace. Providing fair and equitable treatment **for all** employees **is** best achieved **in** an environment where all individuals interact with mutual respect for each others' rights.

**Workplace Harassment/Discrimination Policy
and the Procedure Defined**

Every employee has **the** right to work in an **environ-
ment free** of discrimination and harassment. This **right** includes the responsibility **to** eliminate harassment and discrimination in our workplace, either **as a** participant or **as** an observer.

This policy and procedure outlines the commitment **of** Ford of Canada to **ensure a** harassment and discrimination free workplace **as** required under applicable Human Rights legislation and will act **as a** guide to employees in adhering **to** legal and social guidelines regarding the recognition and prevention of harassment and discrimination.

This policy **exists** to underline the seriousness of workplace harassment and discrimination and **to** establish that there is no acceptable level of **harassment** or discrimination **at** Ford of Canada. Employees who feel that they **are** being **harassed** or **discriminated** against, are encouraged to **seek** protection under **this** policy.

Appendix E - continued

Workplace Harassment and Discrimination Defined

Harassment and discrimination are defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. At Ford of Canada all employees are expected to treat others with courtesy and consideration and to discourage harassment and discrimination.

The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Workplace harassment includes, but is not limited to, the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as **pornographic pictures**, posters, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances, particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, Sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

What Harassment and Discrimination is Not

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of Ford of Canada employees are not considered harassment or discrimination. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in Ford of Canada.

Filing a Complaint

If an employee believes that he/she has been harassed and/or discriminated against on the basis of any of the grounds prohibited by applicable human rights legislation, that employee should:

- tell the **alleged harasser(s)** to stop, if possible;
- document **the event(s)**, complete with the time, date, location, names of witnesses and details of each event, if possible.

If **the** harassed employee does not feel able to approach the **alleged harasser(s)** directly, or if, after being told to stop, the alleged harasser continues, the **harassed** employee should

- lodge a complaint either directly or through a person on his/her behalf with any company or union representative, including any employment equity representative.

Investigation

In minor **cases**, the company and union agree that the union may try to resolve a harassment or discrimination complaint informally using the CAW Internal Procedure without a full investigation when so requested by the complainant. The **outcome** of this attempted resolution will be communicated to the company employment equity representative. If the complainant disagrees with the attempted resolution, or if the complaint

involves more than minor **Issues**, there will **be a** joint investigation of the complaint according to established methods. Once informed of **a** complaint requiring joint Investigation, the representative will immediately inform **his/her** counterpart, and together these two will conduct **a** thorough joint investigation according to established methods. Where the complainant is **a woman** and the complaint involves **sexual** harassment or gender discrimination, the joint investigation team will include at least one woman.

The joint investigation will include an interview of the complainant and may include Interviewing the alleged harasser, witnesses and other persons named in the complaint. If any CAW member who is **to** be interviewed, **so** wishes, **he/she** may have union representation present during the interview. It is the intention of the union and the **company** that, in **most** cases, the investigation will take place within five **(5)** days and **shall** be concluded **fourteen (14)** days of the lodging of **a** complaint.

The interview **timing** and location **will** recognize the need to maintain **confidentiality**. The identity of the complainant, the alleged **harasser(s)**, and the nature of the complaint will be kept confidential and only persons with **a** need **to** know will **be** informed of the complaint. Records of the investigation, including interviews, evidence and recommendations will **be** securely maintained in the **offices** of the company employment equity representative and the **local** union president **or** designate.

Resolution

Upon completion of their investigation, the joint investigators will **present** their recommendations for **resolution** to the company's local Decision **Review** Committee (the "**Committee**"). The Committee **will** be comprised of two senior managers appointed by the **plant** manager, **These** appointees **will** have been appropriately trained regarding **harassment** and discrimination **issues**.

The Committee will review the investigation report and the recommendations for resolution. While in most cases this material will form the basis for the committee's decision, the Committee is not precluded from contacting other sources, including separately interviewing the complainant and the alleged harasser if necessary, in order to render a proper disposition. If any CAW member who is to be interviewed, so wishes, he/she may have union representation present at the review. In addition, the Committee may review the potential disposition with the complainant in an effort to ensure that the resolution appropriately addresses his/her concerns. The committee will conduct its interviews and deliberations in the same confidential manner as is required of the joint investigation team, and all committee records will be securely maintained in the offices of the committee members.

The union and the company agree that in most cases, the Committee's decision will be rendered within twenty-one (21) days of the presentation of the investigators' recommendations. The Committee will render its decision in writing and will provide copies to the complainant, the alleged harasser, and the designated union representative.

If the complainant is not satisfied with the disposition of the Committee he/she may appeal the decision to the company's National Review Board (the "Board"). If the alleged harasser is not satisfied with the decision, he/she may appeal to the Board or file a grievance pursuant to the Collective Agreement. The Board will consist of the following individuals: the company's employee relations manager, another member of the central labour relations staff, and a member of the company's legal department.

Appeals will be heard by the Board within twenty-one (21) days of their filing. The hearings shall be held in as informal a manner as is reasonably possible.

The Board will establish basic written rules for the conduct of appeals and will make such rules available to the parties prior to the start of each appeal.

The Board shall allow the parties a fair opportunity to present their evidence and positions including what they believe would be a fair and reasonable disposition of the complaint under appeal. The Board will conduct its interviews and deliberations in the same confidential manner as is required of the joint investigation team, and all Board records will be securely maintained. If any CAW member who is to be interviewed, so wishes, he/she may have union representation present at the Appeal. The Board shall provide the parties to the Appeal with a written decision within fourteen (14) days of the conclusion of the Appeal.

It is the intention of the union and the company that, in most cases, the entire time frame between the initial lodging of the complaint and the rendering of the appeal decision of the Board should take no longer than ninety (90) days. It is understood that the Procedure is intended to be a "user-friendly" method to resolve complaints of harassment or discrimination at company facilities.

The pursuit of frivolous allegations through the Procedure could have a detrimental effect on the spirit and intent for which this policy was rightfully developed, and such allegations should be discouraged by the union and the company.

Right to Refuse

A bargaining unit employee alleging harassment or discrimination in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed, in principle, that in serious cases of harassment or discrimination, or when the safety of an employee is being threatened directly or indirectly by the alleged harasser, it may be necessary for that employee to leave the job. Before any employee takes such action, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be developed by the Master

Employment Equity Committee and will be implemented as part of the Procedure no later than June 30, 1994.

The purpose of this Policy and Procedure is to allow the CAW and Ford of Canada the opportunity to address and resolve internal problems related to the objective of achieving a harassment and discrimination free workplace. This Policy and Procedure in no way precludes the complainant's right to seek action under the applicable Human Rights legislation,

The parties also agree to communicate this information about the Procedure to the workforce prior to June 30, 1994 through local union newsletters, bulletin board notices and company publications.

Letter No. 1

March 1, 1962

Mr. J. Paterson
Ford ~~Motor~~ Company of Canada, Limited
Windsor, ~~Ontario~~

Dear Mr. Paterson:

We recognize the importance to the company and the union of maintaining power houses, etc. offices and plants in operation during disputes, and that **at** such times employees employed in any power ~~house~~, boiler house, propane plant, transformer ~~station~~ or any substation of the company. employees required for urgent maintenance repairs to ~~the~~ company's plants and the company's plant supervision, plant protection staff and office staff excluded ~~from~~ the bargaining unit represented by Local 240 should be able to move freely through picket lines. **I write** to confirm that this arrangement will be scrupulously observed by this Local. **To** eliminate any possibility of confusion, the company will in such circumstances provide a means of identification for each employee and shall notify the union of the persons concerned.

Yours very truly,
J. J. Hogan
President
Local 240 (UAW)

Letter No. 2

May 23, 1968

Mr. R. P. Rudling
President, Local 240 of
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America (UAW)
1855 Turner Road
Windsor, Ontario.

Dear Sir:

This letter is written to confirm the company's policy regarding the performance of work with our own employees and equipment.

It is recognized that at times and for varying reasons it is not considered practicable or advisable for certain work to be performed by our own company. As in the past the company must therefor reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right, however, provided we have the necessary facilities and equipment and can perform the work required with our own work force in a manner that is competitive in terms of cost, quality, and within projected time limits, it is our intention and desire to keep such work within the company.

In no event, however, will any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the premises in the Windsor offices of the company.

Yours faithfully,
FORD MOTOR COMPANY
OF CANADA, Limited
J. Paterson
Industrial Relations Manager
Windsor

Letter No. 3

May 23, 1968

Mr. Reginald P. Rudling
Chairman of the Negotiating Committee
Local 240 U.A.W.
1855 Turner Road
Windsor, Ontario

Dear Sir:

This will confirm our undertaking to **you** that the bereavement pay provisions of the Collective Agreement will **be** administered as follows:

The requirements that the bereavement period shall begin on the first full day of absence following death and shall **be** (three regularly scheduled days of work during) the three days (excluding holidays and Saturdays and Sundays) immediately following death are hereby waived **when** the date of the funeral is outside the threeday period. In these situations, bereavement payment will be made **to** eligible employees for any three regularly scheduled days, not necessarily consecutive, up to and including the date of the funeral. **To** cite an example, if the death occurs **on** Sunday and the funeral is held on Friday, an employee would be eligible for any three days of absence from regularly scheduled work occurring Monday through Friday.

In addition, if in the opinion of local management travel considerations in attending a funeral **are** involved, up to two calendar days immediately following the funeral may be considered as **part** of his threeday bereavement pay eligibility period, provided such days **are** within the employee's regular five-day week and he is scheduled to work such days. Calendar days for this purpose include holidays and Saturdays and Sundays. **For** example, where a funeral is held on Friday and local management determines two days' return travel time is required for an employee, Saturday and Sunday would be the calendar days immediately following

the funeral **and, as** they are not within his regular five-day work **week** bereavement payment would not be made for these two days.

Yours very truly,
... **FORD MOTOR COMPANY**
OF CANADA, Limited
J. Paterson
Industrial Relations Manager

Letter No. 4

February 1, 1971

Mr. R. P. Rudling
President, Local 240 of
International Union, United Automobile;
Aerospace **and** Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Sir:

The company shall attempt to arrange for supplementary coverage **to** pay physicians, or to reimburse patients, for covered medical-surgical and hospital expenses incurred under certain circumstances outside the patient's province of residence.

Benefits would be provided under such coverage upon submission of proof satisfactory to the insurer that a member received covered services out of the province of his residence because of (i) accidental injury or emergency medical-surgical services or (ii) referral for medical-surgical care by the member's attending physician.

The benefit payment for covered medical-surgical expenses incurred would equal the fee charged for such services less the fee scheduled under the provincial medical-surgical plan for the covered services received, but

only to the extent that the **fee** charged is reasonable and customary in the area where covered services are received.

The benefit payment for covered hospital expenses incurred would equal **the** hospital's charge for covered services in semi-private accommodations less the sum of the payments made by **the** provincial and supplementary hospital plans.

"Covered services" would be those medical-surgical services for which a fee is scheduled under the fee schedule of the provincial medical-surgical plan and those hospital services for which a benefit is provided under the ward coverage of the provincial hospital plan.

The company shall attempt to effect the above arrangement by April 1, 1971.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
J. Paterson
Industrial Relations Manager,
Windsor Operations

Letter No. 5

January 1, 1974

Mr. D. Hebert
President, Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

During 1973 negotiations, you questioned the basis for the exclusion from the Local 240 UAW bargaining unit of a number of persons employed in the offices **of the** company in Windsor.

We assured you that these exclusions are proper and in accordance with the provisions of section 1.01 of the Collective Agreement dated January 1, 1974.

Nonetheless, we will be prepared to meet with you at your request at a mutually satisfactory time following the conclusion of negotiations to discuss this matter further with you in Windsor. It is understood and agreed that a representative of the International union may **take** part in this discussion.

At the same time, the company will give you an opportunity to discuss the activities of members of management in the Windsor offices of the company.

Yours very truly,
J. Paterson
Industrial Relations Manager
Windsor Operations

Letter **No. 6**

December 1, 1976

Mr. D. Hebert
Chairman of the Negotiating Committee -- Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Heben:

Under current company policy, an employee is paid a premium amounting to one-half of his equivalent hourly rate for all time worked over 8 hours in a continuous period of 24 hours, where at the request and for the convenience of the company, the employee returns to work within a relatively short period of time and would not otherwise receive compensation at a premium rate. Examples

of situations where this premium payment is not applicable include:

- hours which are compensated at a premium rate;
- situations resulting from balance out, short work week, overtime;
- adjustments for the convenience of an employee;
- normal shift change;
- temporary or part-time employees.

In the event that this policy is changed by the company, you will **be** advised.

Yours very truly,
J. Paterson
Industrial Relations Manager
Windsor Operations

Letter No. 7

December 1, 1976

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

In the discussions of the time limit which the union wishes to have established with respect to the transfer of a successful applicant under Section 13.01 of the Agreement to the opening which he had been selected to fill, it was pointed out **by** the company **that** it would be impractical to attempt to identify a specific period within which such transfers are to be made, since the period necessarily varies according to the circumstances in each case.

The objectives of both parties in connection with the prompt transfer of successful applicants for openings are the same and the company assured the union that it will continue to make every effort to effect the transfer of each successful applicant as promptly as the circumstances will allow.

Yours very truly,
J. Paterson
Industrial Relations Manager
Windsor Operations

Letter No. 8

December 1, 1976

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

~~Dear~~ Mr. Hebert:

The company and the union have long recognized that the mutually satisfactory resolution of employee complaints in the grievance procedure, by authorized company and union officials, results in a final and binding determination for both parties as well as the employee involved. The parties' recognition of this principle has contributed stability and certainty to the grievance procedure. Accordingly, the company views any attempt to reinstitute such claims by either party as being antithetical to the purposes for which the grievance procedure was established.

However, subject to the provisions of section 9.08 of the parties' Collective Agreement, in those instances where the UAW's International Executive Board, Public

Review Board, or Constitutional Convention Appeals Committee have reviewed a grievance disposition and **found** that such disposition was improperly concluded by the union body or representative involved, the International union may so inform the Central Labour Relations Staff of the company and request in writing that such grievance be reinstated in the parties' grievance procedure at the same level at which it was originally settled. After receipt of such written request, the grievance will be **so** reinstated by the company.

It is understood by the parties, however, that the company will not be liable for any back pay claims **from** the time of original disposition to the time of reinstatement of the grievance, and it is further agreed that the reinstatement of any such grievance shall be conditioned upon **agreement** by the union and the employee(s) that neither will pursue such back pay claim against the company.

This letter is not to **be** construed as modifying in any other way either party's rights or obligations pursuant to the Collective Agreement or the final and **binding** nature of any other grievance resolutions. It **is** also understood by the parties that this letter of understanding and the company's obligation to reinstate grievances consistent with the conditions set forth above and upon written request from the International union, can be terminated by either party upon thirty (30) days' notice in writing, to that effect.

Yours very truly,
J. Paterson
Industrial Relations Manager
Windsor Operations

Letter No. 9

December 1, 1976

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

This will confirm our undertaking to provide from time to time, for the information of the union, descriptions of the jobs performed by the employees within the bargaining unit represented by Local 240 to reflect changed duties and responsibilities.

Yours very truly,
J. Paterson
Industrial Relations Manager
Windsor Operations

Letter No. 10

November 16, 1979

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America.
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

This is to advise you that as long as the union observes the undertakings in its letter dated March 1, 1962, the company will, upon request, permit two union representatives

to make an inspection tour of the company's offices at Windsor notwithstanding that a strike is in progress.

Yours very truly,
D. R. Killinger
Industrial Relations Manager
Windsor Operations

Letter No. 11

November 16, 1979

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

During current negotiations, the union inquired concerning the company's policy regarding the application of Section 16.05, Bereavement Pay, when a member of an otherwise eligible employee's immediate family, as defined in Section 16.05, died and the body was cremated.

The company agreed that ~~on~~ or after October 1, 1979, in such cases when a bona fide memorial service is held at a funeral home or a place of worship in the same community area at the time of cremation, attendance at the memorial service would satisfy the requirement of funeral attendance under Section 16.05.

Yours very truly,
D. R. Killinger
Industrial Relations Manager
Windsor Operations

Letter No. 13

November 16, 1979

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

This is to confirm the undertaking given to you during the 1979 negotiations that if an employee is represented by a committeeman at an interview held under the provisions of Section 12.01 which results in a suspension or warning, the committeeman will, upon request, be provided with a copy of such notice of suspension or warning.

Yours very truly,
D. R. Killinger
Industrial Relations Manager
Windsor Operations

Letter No. 14

November 16, 1979

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

During the current negotiations, the parties discussed inequities which can arise when the Moving Allowance

provisions under ~~Sections 22.05 and 22.06~~ of the Collective Agreement are applied to single, widowed, divorced, or legally separated employees who, because they have their children residing and relocating with them, incur substantially the same moving costs as married employees. The company agreed that in such cases the applicable Moving Allowance for Married Employees will **be** applied.

Yours very truly,
D. R. Killinger
Industrial Relations Manager
Windsor ~~Operations~~

Letter **No. 15**

November 16, 1979

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

One of the most contentious issues in ~~the~~ 1979 negotiations involved the activities of supervisors in ~~the~~ Windsor offices of the company with respect to the performance of work.

In the discussions surrounding this matter, the company pointed out that there are many duties that supervisors have always historically performed and will continue to perform. However, it is the policy of the company that such **work will** not be done **by** supervisors or ~~other~~ excluded employees for the purpose of reducing the number of employees in the bargaining unit.

In **any case** where the union believes that the performance of work by any particular supervisor is contrary **to** the intent

of the company policy, you should bring the matter to the attention of the labour relations activity at Windsor.

If the matter is unresolved following discussions with the local management, you may request the Director for Canada and International Vice-president of the UAW (or his nominee) to arrange a meeting with the Vice President, Industrial Relations (or his nominee) for the purpose of further reviewing the activities of the supervisor concerned in the light of all the circumstances.

Yours very truly,
D. R. Killinger
Industrial Relations Manager
Windsor Operations

Letter No. 16

November 16, 1979

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

During these negotiations, the union expressed concern regarding the potential impact of new technology on employees and on the scope of the bargaining unit. Over the years the parties have recognized that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment and a cooperative attitude on the part of all parties in such progress. Continued technological progress is also essential to the company's growth and to its ability to compete effectively. Technological progress can contribute to the company's well-being and thereby to the economic well-being of employees.

Both parties recognize that the pace and form of future technological change and its implications cannot be forecasted confidently. At the same time, the company understands the union's legitimate concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of bargaining unit employees.

The parties recognize that advances in technology may alter, modify or otherwise change the job responsibilities of included employees and that a change in **the** means, method or process of performing a work function, including the introduction of computers or other new or advanced technology, will not serve to shift the **work function** normally and historically performed by included employees to excluded employees. This is to assure you it is not the company's policy to assign to excluded employees work normally assigned to included employees at a particular location. The company fully respects the integrity of the bargaining unit and has no intention of altering its composition by assigning to excluded employees work that has been performed traditionally and exclusively by included employees.

The union has also voiced concern about the possibility that **new**, technologically impacted bargaining unit work will not be awarded to included employees because they are insufficiently trained to perform it. In view of the company's interest in affording maximum opportunity for employees to progress with advancing technology, the company shall make available appropriate specialized training programs for employees to perform the new or changed work normally performed by included personnel, where such programs are reasonable and practicable.

Yours very truly,
D. R. Killinger
Industrial Relations Manager
Windsor Operations

Letter No. 17

November 16, 1979

Mr. D. Hebert
Chairman of the Negotiating Committee- Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

During the 1979 negotiations, the union expressed concern with respect to company vacation scheduling practices and the desire of employees to maximize the opportunities for vacation during prime time.

The company assured the union that, while it was mindful of the employees' interests in this regard, equal consideration also had to be given to maintaining efficient office operations.

The parties agreed that, in previous years, vacation scheduling problems have been satisfactorily resolved as the result of meaningful discussions between the parties and a sincere interest by both parties to seek resolutions that were satisfactory to both points of view.

The company assured the union that it will continue to be mindful of employees' vacation scheduling preferences and will continue to sincerely address related problems.

Yours very truly,
D. R. Killinger
Industrial Relations Manager
Windsor Operations

Letter No. 18

October **16, 1982**

Mr. D. Hebert
Chairman of the Negotiating Committee— Local **240**
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

During **1982** negotiations the union asked the company to outline its position with respect to scheduling employees to work overtime.

The company confirmed that all hours of work on Sundays, the holidays referred to in section **17.01(a)** of the Collective Agreement dated October 16, 1982 and all hours of work in excess of **48** in a week are voluntary for employees in the Local **240** bargaining unit.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 19

October 16, 1982

Mr. D. Hebert
Chairman of the Negotiating Committee - Local 240
International Union. United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

During the course of **1982** negotiations the parties reviewed the existing grouping of employees for the purposes of Section 13.01 of the Collective Agreement.

While it was concluded that the existing grouping is appropriate, the union expressed concern that the company might decide to rearrange the existing combinations of departments, even in the absence of an altered departmental structure.

The company **assured** the union that, unless a **rearrange-**ment was indicated as a result of changes, the existing grouping will be continued.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 20

October 16, 1982

Mr. D. Hebert

Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Hebert:

During the 1982 negotiations the union again expressed concern over the introduction of new technology as well as the effect of such technology on the health and safety of employees.

The company reaffirmed its commitment to continue discussion on new technology matters as outlined in our letter of November 16, 1979.

The company also recognizes those concerns and shares the union's interest in ensuring such changes do not adversely affect any employee's health or safety.

Because of our shared interest, both parties will work jointly through the established committee to ensure open communication and to respond to the interests of employees.

Following negotiations the committee will meet to discuss methods of attaining these goals as well as any specific matters which may be raised within the committee.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 21

October 16, 1982

Mr. R. White
UAW Director for Canada and
International Vice President
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. White:

As discussed during the current negotiations, this will confirm that during the term of the new Collective Agreement, in the event a full, permanent closing of the operations constituting the bargaining unit under section 1.01 and section 1.02 of the new Collective Agreement would be required, the company will give written notice to the Canadian Director of the International Union as far in advance as possible. The notice will include the reason the company is considering closing such operations, a projection of the date of such closing and anticipated alternative sourcing if any. Thereafter the union will be afforded the opportunity to discuss the matter and Management will give appropriate weight to the union's comments in reaching a final decision.

Yours very truly,
S. J. Surma
Vice President,
Industrial Relations

Concur: R. White

Letter No. 22

October 18, 1993

Mr. B. Hargrove
National President
National Automobile,
Aerospace and Agricultural Implement
Workers of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Hargrove:

During 1993 negotiations **the** parties discussed the job counselling and job placement assistance needs of employees permanently laid off as a result of **an** Office Closing. These discussions resulted in the parties acknowledging their mutual responsibilities to assist such employees in their efforts **to** secure suitable alternate employment. Accordingly, in those instances, if any, where employees are permanently laid off as a result of **an** Office Closing the parties **agree** that the local union may appoint one **(1)** representative **to** the Adjustment Committee that **is provided for** in the Collective Agreement between Ford Motor Company of Canada, Limited and National Union, CAW, covering hourly employees.

The appointed union representative will, with twenty-four (24) hours advance notice **to** supervision, **be** authorized **to** leave work **to** attend Adjustment Committee **meetings** and perform other Adjustment Committee **activities**, as determined **by** the Adjustment Committee.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter No. 23

October 16, 1982

Mr. D. Hebert

Chairman of the Negotiating Committee - Local 240

International Union, United Automobile,

Aerospace and Agricultural Implement

Workers of America

1855 Turner Road

Windsor, Ontario

Dear Mr. Hebert:

This will **confirm** the parties' understanding that, provisions of Article 13 to the contrary notwithstanding, laid-off employees having one or more years of seniority at the time of layoff, who, pursuant to Section 13.06, either have ceased to have seniority during the term of the 1979 Collective Agreement or ceased to have seniority during the term of the new Collective Agreement and subsequently are rehired during the term of the new Collective Agreement, shall receive a new adjusted seniority date upon completion of their probationary period for purposes of paragraphs 1, 2, and 3. In such cases, the new seniority date shall be based on an employee's rehire date adjusted by adding an amount of service equivalent to that acquired as of the last day of work prior to ceasing to have seniority.

A rehired employee entitled to a new seniority date as provided herein shall be subject to the same terms of the new Collective Agreement that apply in the case of any other rehire on or after October 16, 1982.

1. Vacation eligibility and entitlement shall be determined in accordance with Article 18 of the new Collective Agreement, but using the new seniority date to determine "years of seniority" beginning with the vacation eligibility date (December 1,) immediately following attainment of seniority after rehire.

2. With respect to the Insurance Program, the rehired employee's eligibility for and the amount and type of insurance coverages shall be based on the new seniority date.
3. With respect to The Supplemental Unemployment Benefit Plan, The Separation Payment Plan and The Automatic Short Week Benefit Plan, the rehired employee's new seniority date shall be **used** as the basis for the employee's "seniority" for Plan purposes, with Credit Unit accrual rate and applicable percentage for crediting Guaranteed Annual Income Credit Units provided on the same basis as for employees hired or rehired prior to the effective date of the new Collective Agreement.
4. For purposes other than those described in paragraphs 1, 2 and 3 of this letter, an employee rehired into the bargaining unit in which the employee held recall rights when seniority ceased shall establish new seniority based **on** the rehire date adjusted by adding **an** amount of service equivalent to that acquired in that bargaining unit **as** of the last day of work prior to ceasing to have seniority.

Yours very truly,
S. I. Surma
Vice President,
Industrial Relations

Letter No. 24

October 18, 1993

Mr. R. L. Jacques

Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Jacques:

In applying progressive discipline for repeated infractions of the rules, the company does not consider infractions which occurred more than **12** months prior to the infraction being **considered**, and the same applies when an employee is being discharged as an unsatisfactory employee.

The company also advises you that procedures shall be instituted by the company to ensure that prior infractions which occurred more than **one** year previously are effaced from the employee's active disciplinary record in use for the purpose of determining current disciplinary measures.

Yours very truly,

R. E. Poynter

Employee Relations Manager
Windsor Operations

Letter No. 25

December 1, 1984

Mr. R. White
UAW Director for Canada and
International Vice President
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. White:

During the 1984 negotiations the parties discussed the significant impact the changes in the business climate have had on the way the company and the union conduct their business. More importantly the parties recognized and agreed that prosperity, secure employment and the mutual interest of all depended upon our ability to work together to meet the competitive challenge of today's market through growth development and adaptation.

Both parties also recognize that positive change is possible only when progressive, co-operative attitudes exist at all levels of our two organizations. When we find such attitudes are lacking, the company and the union must work vigorously to instill them.

To ensure that a mechanism exists that is responsive to these objectives, the parties agreed to establish a Joint Communications Program at Bramalea and Windsor which will provide a new framework to promote management union relationships through better communications, systematic fact finding and advance discussion of certain business developments that are of mutual interest and significant to the union, the employees and the company.

It is understood that the make-up, organization, and procedures of the Joint Communications Program do not replace collective bargaining and are not subject to the grievance procedure of the Collective Agreement.

The parties recognize that information to be made available frequently is of a sensitive nature and may have important competitive implications. Accordingly, they agree that information and data shared at these meetings will be accorded appropriate confidential treatment and will not be disclosed to outside firms, agencies or persons without the consent of the party providing it. The list of matters to be dealt with by the program is always subject to the mutual agreement of the parties.

The make-up and organization of the program will be entirely at the discretion of the local parties at Bramalea and Windsor, however, it is suggested that meetings be held at least semi-annually. More frequent meetings may be held if both parties mutually agree.

The Joint Communications Program will deal with a variety of matters having special interest to the employees, the local union, and the management at Windsor or Bramalea. Among these might be:

.Identifying ways of improving communications through all organizational levels.

- Discussing the overall business climate and certain business developments within the scope of available business knowledge and the functional responsibilities of the Windsor and Bramalea components.
- Determining principal matters of concern to the employees, union and management.
- Discussing and clarifying general office and administrative matters (e.g., inter-departmental relationships, internal communications procedures and organizational structure) and improving approaches and attitudes.
- Addressing other matters the local parties agree are appropriate for discussion.

Periodically, the programs at Windsor and Bramalea will be given financial and business presentations prepared by the company's central Labour Relations Staff and

Finance Staff and by the International union. These presentations will be developed to keep the local union leadership and the employees informed of the performance and outlook of the company as a whole.

The company's Vice President -- Industrial Relations and the Canadian Director of the UAW or their designated representatives will periodically visit the company facilities at Bramalea and Windsor to review and discuss information or issues and concepts important to the program mission and will maintain liaison with the local programs to assist and encourage them as appropriate.

Yours very truly,
A. W. Hanlon
Vice President,
Industrial Relations

Letter **No. 26**

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Campbell:

During current negotiations, the parties discussed the application of Section 16.05(a) of the Collective Agreement.

The union **raised** the situation of a common-law spouse as it would impact the definition of immediate family for purposes of eligibility for bereavement pay. In response to the union's **concern**, the company stated that a **common-law** spouse of the opposite sex would be considered a

spouse for purposes of the application of Section 16.05(a) provided that the employee had been cohabiting and residing publicly with the common-law spouse for two years as of the time the death occurred and was shown as the employee's spouse on company benefit plan records. In the event the employee has not declared a spouse within any of the benefit records, the company may require additional verification of the common-law relationship.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 27

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Campbell:

During the current negotiations the parties discussed the application of Section 16.05 of the Collective Agreement. In particular, the union raised the situation in which an otherwise eligible employee, for justified reasons related to the death of a family member, requires bereavement leave on a day other than one of the first ~~three~~ (3) normally scheduled working days.

In response to the union's concerns, the company stated an employee will be excused from work and be eligible for pay for any three (3) normally scheduled working days within the ten (10) calendar day period immediately

following the death of a member of the employee's immediate family as defined, provided the absence is related to the family member's death and the employee attends the funeral.

Yours very truly,
I. R. Steele
Industrial Relations Manager
Windsor Operations

Letter **Nb. 28**

October 18, 1993

Mr. R. Jacques
Chairman of the Negotiating Committee—Local 240
National Automobile,
Aerospace and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1855 Turner Road
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During current negotiations, the parties reaffirmed the policy of the company and the CAW as outlined in article 5 of the Collective Agreement, that the provisions of the agreement be applied without discrimination to all employees covered by the agreement without regard to race, creed, colour, nationality, age, gender, sexual orientation, ancestry, place of origin, or disability.

The company reaffirmed its policy to extend opportunities to all qualified applicants and employees on a non-discriminatory basis for employment and advancement within the company.

While recognizing that it is the right of management to hire, assign, and promote the most qualified candidates subject to the terms and conditions of the Collective Agreement, the parties agree to undertake certain joint activities to further implement these non-discriminatory policies following ratification of this agreement.

An Employment Equity Committee will be established at the Windsor office, consisting of no more than two union representatives to be selected by the local CAW chairperson from within the existing representation structure. The **local** chairperson will also act as an ex-officio member of the committee. If there are no women in the existing representation structure, the local CAW chairperson shall select one committee member from among the women actively employed in the bargaining unit at the location. A woman selected by the **local** CAW chairperson **for** this purpose will be permitted to leave work **when** required during straight-time hours to function as a committee member and will be paid by the company at her regular straight-time rate. A comparable number of management representatives will be appointed. This Employment Equity Committee will have the task of assessing needs to further enhance the policy of equal opportunity for all, and to develop plans to address the mutual goal of encouraging interested parties to seek and qualify for employment and advancement within Ford Motor company of Canada, Limited. Special attention will be devoted to women, visible minorities, Aboriginals, and disabled persons.

Subject to the approval of these plans **by** local management, the committees **will** then work within the framework of the following guidelines:

Community Outreach

(a) Recruitment:

1. Members of the Employment Equity Committee should visit community schools and organizations to meet with placement counsellors and students to discuss the **types of** and requests **for** jobs available at Ford of Canada and the **procedure** for submitting an application. Leaflets and video presentations may be developed for **use** by schools in their education **programs**.

2. Local Employment Equity Committees should establish and maintain a liaison with local organizations representing target groups.

(b) Training for current employees:

To further the advancement of employees into technical skilled positions, the committee will take the following actions:

1. A communications program will be developed and monitored by the **local** committees to encourage the designated group members to apply for technical and skilled positions.

2. Each **local** committee should assess the types of jobs for which training would be appropriate and make recommendations to the **local** parties after giving consideration to the availability of community resources.

3. Training programs will be developed under the guidance of the Committee to provide the necessary technical training to employees. Such training programs may be in-house or in the community.

(c) Communications:

The Committee would develop overall communications programs utilizing company newspapers, local union newspapers, and other specific communication formats which could convey the message to employees and the community about the CAW and Ford of Canada commitment to employment equity and that there are opportunities for **all** qualified members of society within Ford of Canada.

(d) Master Employment Equity Plan

It is recognized the local committee will require ongoing assistance and direction from the Master Employment Equity Committee. In addition, the local committee may play a role in the development and implementation of the joint Employment Equity Plan. This role could include information gathering, barrier

identification, the **development** of goals and timetables, and other elements of the plan that **require local** input.

The Master and Local Employment Equity Committees will meet annually for up to three (3) days, **including travel time**, to attend to such matters as the training of committee members, local committee reports, and company-wide initiatives.

The company will be responsible for wages and meal expenses to **a maximum of thirty-five dollars (\$35.00)** per day, if **meals** are not provided. The union will be responsible for transportation and lodging expenses.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Letter No. **29**

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario

Dear Mr. Campbell:

This is to advise that the company will review **a** written request for leave of absence from an employee with seniority who is elected or selected for a part-time public

office and will approve such leave of absence for the term of such office or one year, whichever is less, provided that the granting of such leave of absence would not, in the company's opinion, have an adverse impact on operations.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 30

December 1, 1984

Mr. R. White
UAW Director for Canada and
International Vice President
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. White:

During 1984 negotiations the parties discussed the impact reductions in force can have upon the efficiency and long-term viability of office operations. In this regard it was agreed that there are mutual benefits to be achieved by long-service employees voluntarily electing to leave the workforce, rather than displacing junior employees during a reduction in force.

To facilitate voluntary elections of this type, the parties agreed to meet within 90 days following ratification, to discuss the feasibility of developing a mutually-agreed method whereby the Separation Payment Plan could be

utilized **to** provide an alternative under these circumstances to employees with thirty years of service.

Yours very truly,
A. W. Hanlon
Vice President,
Industrial Relations

Letter No. 31

December 1, **1984**

Mr. L. Campbell
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace **and** Agricultural Implement
Workers of America

1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr. Campbell:

In the course of the discussions concerning new technology during **1984** negotiations, the company proposed allowing a union Representative representing Local 240 UAW to attend meetings of the Committee on Technological Progress, contingent **upon the** approval of the UAW Director for Canada.

If this approval is given, it is understood that the UAW Director for Canada will notify the company of the name of the union representative who is appointed to attend these meetings.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter **No. 32**

December 1, 1984

Mr, L. Campbell
Chairman of the Negotiating Committee-- Local **240**
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr, Campbell:

During the **1984** negotiations, the company and the union discussed at length the use of special clock cards by Committeemen as specified in Section 8.08 and Section **12.01** of the Collective Agreement.

The parties agreed that **so** long as the honour system which has been in use for a considerable period is not abused, the provisions of the sections noted above will be waived by the company.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 33

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr. Campbell:

During 1984 negotiations the parties discussed the operation of Section 12.01 of the Collective Agreement, which provides for a committeeman to be present at the request of an employee who is being interviewed for alleged misconduct.

The union pointed out that it would be unable to assist in the resolution of any matter where the union was unaware of the proceedings because the employee elected to be interviewed without the presence of his committeeman.

The company agreed that, where circumstances permit, the committeeman concerned will be notified in advance that an interview is scheduled to take place, as well as the general nature of the alleged misconduct. The union acknowledged that there might be instances where the company would be unable to give advance notice to the committeeman.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 34

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee -- Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr. Campbell:

To address a concern regarding inaccurate seniority lists within five regularly scheduled working days after the union has notified the company of an error, the company will issue a manually corrected list with a transmittal identifying the issuance of that revised list.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 35

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr. Campbell:

During the current negotiations, the union expressed concern regarding the assignment of certain work to a particular

individual who is temporarily employed in an excluded capacity in the Purchasing and Non-Production Stores Department at the Essex Engine Plant.

As a result of those discussions, the company agreed to assign the typing functions currently being performed by that individual to employees who are presently employed within the bargaining unit.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 36

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee - Local **240**
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr. Campbell:

During the **1984** negotiations, the company agreed to allow Local **240** employees of Windsor Export Supply assigned to the #3 Shift to **use** the roof top parking spaces presently available on the #3 Shift. **In** addition, it was agreed to permit Windsor Export Supply employees assigned to the #2 Shift who are scheduled to work at least four hours overtime a reasonable length of time to relocate

their vehicles to available rooftop parking spaces following completion of their regularly scheduled shift.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 37

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee - Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr. Campbell:

During the current negotiations, the parties discussed the important contribution that physical fitness programs can make, both to the employee's personal well-being and to performance on the job.

The company therefore agrees that employees in the Local 240 bargaining unit may participate in the use of any recreational and fitness facilities which may be established at the Windsor/Essex Operations. In addition, the company will investigate means of providing alternative fitness facilities for employees located at the Windsor Export Supply operation.

It is further understood that any in-plant options must preserve the efficiency of operations and that employee

participation in such in-plant activities be outside of the employee's working hours.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 38

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee – Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, Ontario
N8W 3K2

Dear Mr. Campbell:

During the **1984** negotiations, the union requested the company to supply a list of the names and addresses of the Local **240** membership. While company policy prohibits the release of such a list, the company agreed to provide, on the request of the Chairman of the Negotiating Committee, mailing labels for mailings of interest to both the company and the union.

Such labels shall not be provided more frequently than once a year.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 39

December 1, 1984

Mr. L. Campbell
Chairman of the Negotiating Committee—Local 240
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
1855 Turner Road
Windsor, ~~Ontario~~
N8W 3K2

Dear Mr. Campbell:

During the 1984 negotiations, the parties discussed at length the establishment of seniority dates for certain bargaining unit employees pursuant to Mr. R. L. Kennedy's award of December, 1983 regarding Allegation 99.

The parties agreed that the seniority dates shown on both the seniority list of active employees and the current list of laid off employees will be deemed to be correct, as reviewed and initialled during negotiations.

Yours very truly,
J. R. Steele
Industrial Relations Manager
Windsor Operations

Letter No. 40

September 24, 1990

Mr. R. L. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile,
Aerospace and Agricultural Implement
Workers of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During 1990 negotiations, the company agreed that an employee returning from a leave of absence will be reinstated, consistent with seniority, to the department in which he/she was employed immediately prior to being transferred to the inactive roll of the company.

Yours very truly,
R. D. Esch
Employee Relations Manager
Windsor Operations

Letter No. 41

October 18, 1993

Mr. R. Jacques

Chairperson of the Negotiating Committee - Local 240

National Automobile, Aerospace and

Agricultural Implement Workers

Union of Canada (CAW-Canada)

1214 Ottawa Street

3rd Floor

Windsor, Ontario

N8X 2E6

Dear Mr. Jacques

The Tuition Refund Program, established by the company following the 1965 negotiations, is revised effective **October 18, 1993** as follows:

Under the Program, the company refunds tuition up to **\$1,500** per calendar year (up to **\$2,000** per calendar year for approved courses taken at an accredited college **or** university) to seniority employees on the active employment rolls who satisfactorily complete after-hours courses approved by the company at accredited universities, colleges, business schools, high schools, and trade or vocational schools. **The** training may be either job related or for the employee's advancement within the company. Employee participation in the Program is voluntary. **The** Program is administered by the company under terms and conditions established by it from time to time.

In addition to the above, an employee who is laid off due to an office closing, and, at the time of such layoff, had five (**5**) or more years of seniority, may utilize the Tuition Refund Program for the purpose of approved vocational training to qualify for any available or potential employment opportunities. This expanded tuition refund eligibility shall not exceed **\$1,500.00** (**\$2,000.00** for courses taken at an accredited college) and the employee must apply for such refund within twenty-four (**24**) months from the effective date of layoff.

The Grievance Procedure set forth in Article 9 of our Collective Agreement has no application to, or jurisdiction over, any matter relating to this Program.

Yours very truly,
FORD MOTOR **COMPANY**
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 42

October 18, 1993

Mr. B. Hargrove
National President
National Automobile, Aerospace &
Agricultural Implement
Workers Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. **Hargrove**:

During 1993 negotiations the parties have discussed the labour education program developed by the union for the purpose of upgrading the skills which employees utilize in all aspects of trade union functions and the matter of company financial support of this program. This program, entitled the CAW Leadership Training Program, has received contributions from the company over a fourteen year period which began in March of 1980.

In recognition, therefore, of the contributions this program can make to the improvement of the union management relationship and toward more effective administration

of the Collective Agreement, the company agrees as hereinafter set forth to make a grant to the C.A.W. Leadership Training Program (P.E.L. Trust).

Past company contributions to the Leadership Training Program (P.E.L.) Trust have been tax deductible. Providing that such amounts shall continue to be deductible, the company will make **quarterly** contributions to the P.E.L. Trust, equal to three cents (**3¢**) for each hour worked in the preceding three month period, on the following dates:

12/31/93	09/27/93	12/26/93	01/31/94
	12/27/93	03/27/94	04/29/94
	03/28/94	06/26/94	07/29/94
	06/27/94	09/25/94	10/31/94
	09/26/94	12/25/94	01/31/95
	12/26/94	03/26/95	04/28/95
	03/27/95	06/25/95	07/31/95
	06/26/95	09/24/95	10/31/95
	09/25/95	12/31/95	01/31/96
	01/01/96	03/31/96	04/30/96
	04/01/96	06/30/96	07/31/96
	07/01/96	09/29/96	10/31/96

The union will cooperate fully in providing the company with all documents regarding the C.A.W. Leadership Training Program (P.E.L. Trust) as it may require in order to maintain the aforementioned Income Tax Ruling received from the Department of National Revenue and related to the deductibility of amounts paid by the company to the P.E.L. Trust.

It is understood and agreed that the portion of the P.E.L. Trust Fund represented by the company's contributions will be used solely and exclusively to provide paid educational leaves and related benefits for employees of the company who attend sessions of the labour education program as described by the union during these negotiations. Annually the union will provide the company with an audited statement prepared by an independent public

accounting firm certifying that all expenditures made from the P.E.L. Trust Fund were made in accordance with the intent and purposes of the Trust Deed dated July 3, 1979, establishing the P.E.L. Trust.

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 agreements to seniority employees designated by the President of the national union to the Vice President, Employee Relations for the company on four (4) weeks' advance written notice specifying the employee's name and dates of requested absence, provided no such absence will result in any loss of efficiency or disruption of operations at the company's plants.

Employees granted such leaves will be excused from work without pay for up to twenty (20) days of class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve (12) month period from the first day of leave during the term of the 1993 Collective Agreement.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President.
Employee Relations

Concur: B. Hargrove

Letter No. 43

October 18, 1993

Mr. B. Hargrove

National President

National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)

205 Placer Court

Willowdale, Ontario

M2H 3H9

Dear Mr. Hargrove:

This letter is to confirm certain agreements reached by Ford Motor Company of Canada, Limited and the National Union, CAW, regarding the calculation of the Cost-of-Living Allowance pursuant to section 16.03 of this Agreement.

It was agreed that the parties shall calculate the monthly Consumer Price Index beginning with the month of August **1993**, using the Consumer Price Index (**1986 = 100**) for August, **1993**, published (in September **1993**) by Statistics Canada, and each month thereafter during the term of the Agreement through the Index for April **1996**.

In applying the provisions of section 16.03 of the new Collective Agreement, the company shall prepare a notification letter to the union setting forth the Consumer Price Index for each of the three months that form ~~the~~ basis for an adjustment, and the average of those three months rounded to the nearest 0.1 index point using the Engineering Method of Rounding as described in the attachment. This notification letter **will** be prepared and sent **to** the union after publication of the appropriate Consumer Price Indexes for the third month **used** for each adjustment ~~period~~ in accordance with section 16.03(c) of the Collective Agreement dated October **18, 1993**.

If the union claims that the company's calculation in any particular instance were not made in accordance with the terms of this Letter of Understanding, it may refer the matter to the Umpire at Step **3** of the Grievance Procedure as set forth in article 9 of the Collective Agreement.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Attachment
Concur: **B. Hargrove**

Engineering Method of Rounding

The following rules of rounding shall apply:

1. If the leftmost of the digits discarded is less than **5**, the preceding digit is not affected. For example, when rounding to four digits, **130.646** becomes **130.6**.
2. If the leftmost of the digits discarded is greater than **5**, or is **5** followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, **130.557** becomes **130.6**.
3. If the leftmost of the digits discarded is **5**, followed by zeros, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, **130.5500** becomes **130.6** and **130.6500** becomes **130.6**.

Letter No. 44

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee – Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

The company and the union, as provided for in section 17.02 of the Collective Agreement dated October 18, 1993, hereby record their agreement that for the years **1994, 1995, and 1996**, the day of observance of the Canada Day holiday shall be Friday, July **1, 1994**, Monday, July **3, 1995**, and Monday, July **1, 1996** and the terms and provisions of the Collective Agreement dated October **18, 1993** shall be read and construed accordingly.

Yours very truly,
FORD **MOTOR** COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 46

October 18, 1993

Mr. B. Hargrove
National President
National Automobile, Aerospace &
Agricultural Implement Workers Union
of Canada (CAW-Canada)
205 Placer ~~Curt~~
Willowdale, Ontario
M2H 3H9

Dear **Mr. Hargrove**:

This will confirm the understanding reached during the 1993 negotiations concerning arrangements under which employees laid off as a result of a permanent discontinuance of operations or other reduction in force where the company and the union agree there is no reasonable likelihood of recall may be eligible for preferential placement opportunities during the term of the new Collective Agreement.

After being placed on the preferential placement list(s) in accordance with procedures to be established by the company, those employees retaining seniority recall rights shall be given preference for placement on available work, or if none is available, the opportunity to displace probationary employees on jobs for which they are qualified or could qualify within a reasonable period of time in the Windsor or Bramalea offices of the company, as the case may be.

Each office shall maintain an availability list of its applicants. An office after exhausting its recall list shall endeavour to fill its hiring requirements from availability lists at the other office.

It is recognized that the company has to maintain the ability to promptly fill employment requirements and assure that personnel are capable of performing jobs. Accordingly, the company shall endeavour to place applicants in seniority order, consistent with their prior job experience. It is

understood that placement on the basis of seniority will not be feasible in every instance. However, where deviations are contemplated, particularly with respect to evaluation of employment records, the circumstances shall be discussed in advance with the local union and disputes shall be subject to immediate appeal to the company's central labour relations staff and the national union.

If an employee's employment record is determined to be unsatisfactory, such employee will be placed on a probationary letter for a period of 3 months at his/her new location.

Employees placed in a new office shall have date-of-entry seniority in that office, but this will not break an employee's seniority for the purpose of the vacation with pay, holiday pay, jury duty pay, supplemental unemployment benefits or retirement plans where company, rather than office, seniority is taken into account.

Employees who refuse an initial offer of work pursuant to these preferential placement arrangements shall have their names removed from all preferential placement lists for a period of six (6) months. Following this six (6) month period their names automatically will be placed, one final time, on the preferential placement list.

The job security arrangements covered by this letter have potentially complex administrative implications. The company at times may not be able to fully conform with these provisions, and accordingly, shall not be liable for back pay on any claims arising from their administration with the remedy for any violation limited to future placement opportunities for aggrieved employees.

Yours very truly,
D. J. McKenzie
Vice President
Employee Relations

Concur: B. Hargrove

Letter **No. 47**

October 18, 1993

Mr. R. Jacques
Chairman of the Negotiating Committee – Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street, **3rd** Floor
Windsor, Ontario N8X 2E6

Dear Mr. Jacques:

During the recent negotiations the parties discussed a subsidy towards the purchase of safety shoes. The company agreed to pay seniority employees **in** the engine test and evaluation analyst and the chemical technician classifications actively at ~~work~~ up to ~~seventy-five~~ dollars (**\$75.00**) towards the purchase of safety footwear from company-approved sources, not more often than once each year **commencing** on or after September **15** of each year, through the payroll deduction program. It is understood that if the ~~shoes are~~ purchased for less than seventy-five dollars (**\$75.00**, the amount paid by the company will be the actual cost of the shoes. **An** employee, who elects to purchase safety footwear in accordance with this understanding will be required to wear such footwear on the job.

It is understood by the parties that employees hired by the company as vacation replacement, more commonly referred **to** by the parties **as** “summer students”: will **not** be entitled to participate in this program.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 50

October 16, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee— Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the 1987 negotiations, the parties discussed the need for some type of system which would enable employees to pursue vehicle service concerns which have not been satisfactorily resolved by the dealer.

The company indicated that following negotiations it would discuss this matter with the national service manager with the objective of establishing a contact point at the national service office for employees to contact. The company will advise the union of the results of these discussions by January 15, 1988.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Letter No. 51

October 16, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During 1987 negotiations, the company and union discussed matters related to training in the technological area. The company reiterated its continuing commitment to training brought about by changes in the workplace, as evidenced in earlier letters and statements, continuation of the Tuition Refund **Program** and on the job training. Both parties agreed that appropriate training is an on-going process which Serves the individual and common goals of all parties.

Yours very truly,
FORD **MOTOR** COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 52

October 16, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

~~Dear~~ Mr. Jacques:

Subject to a ruling from Revenue Canada, the company will comply with the **union's** request to ~~delay~~ payment of unused vacation to the following year if requested by employees scheduled to be laid off.

If approved, such payments would be based upon the base salary plus the cost-of-living allowance in effect upon the last day on the active roll of the company.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Each
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 53

October 16, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee -- Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the recent negotiations, the parties discussed the appointment, selection, duties, and responsibilities of a "Local Joint Health and Safety Committee" for the Windsor local 240 CAW.

In view of the unique nature of work performed by Local 240 employees, the parties agreed to establish a "Local Joint Committee on Health and Safety" consisting of chairperson, local 240 and representative designated by management. The committee will meet at least once each quarter at a mutually agreeable time and place to review health and safety conditions within the offices represented by local 240 and make such recommendations as necessary in this regard.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 54

October 16, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee-- Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the recent negotiations, the parties discussed the training needs of persons designated to the Local Joint Health and Safety committee of Windsor local 240 CAW.

It was agreed to provide the 40 hours Health **and** Safety training for Joint Health and Safety Committee members.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 55

October 16, 1987

Mr. R. Jacques
Chairperson of Negotiating Committee – Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the recent negotiations, the parties discussed the company's policy with respect to the assignment of employees to work in isolated areas. **The** "Local Joint Committee on Health and Safety" may review work activities to determine those specific activities considered **hazardous** for working alone and may make recommendations to management for consideration.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 57

October 16, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the **1987** negotiations the union requested that T-4 slips be available by the end of January each year.

The company indicated that there are a number of external factors beyond our control which influence our ability to prepare the T-4 slip. Nonetheless, the company assured the union that every effort will continue to be made to process and distribute the T-4 slips **as** early as possible in **the** New Year.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Letter No. 58

October 18, 1993

Mr. B. Hargrove
National President
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Bargrove:

During negotiations the parties discussed the subject of Child Care for CAW-represented employees covered by the Collective Agreement.

The parties agreed to meet and discuss this subject. Arrangements may be made to finance the program by using available funds from the Special Contingency Fund up to **\$.045** per straight-time hour worked.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Concur: **Hargrove**

Letter No. 59

October 16, 1987

Mr. R. White

National President

National Automobile, Aerospace &

Agricultural Implement Workers Union
of Canada (CAW-Canada)

205 Placer Court

Willowdale, Ontario

M2H 3H9

Dear Mr. White:

In the event arrangements are made to finance the child care program covered in my letter to you dated October 16, 1987, salaried employees falling within the jurisdiction of Local 240-CAW will be afforded the opportunity to participate under **the** conditions outlined in the aforementioned letter.

Yours very truly,
FORD **MOTOR** COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Industrial Relations

Letter No. 60

October 16, 1987

Mr. R. Jacques
Chairperson of the Negotiating Committee -- Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the recent negotiations the parties discussed the erosion of salary bargaining units by re-assigning the work outside of a unit.

This letter will confirm it is not the company's policy to re-assign bargaining unit ~~work so as~~ to erode bargaining units covered by the Collective Agreement, unless the company can demonstrate clear economic, organizational, or geographic reasons for such re-assignments. Furthermore, the company will notify the union prior to any such re-assignment of work.

Any claim that the company has re-assigned bargaining unit work contrary to the aforementioned policy, shall, after verbal discussion of the claim with Industrial Relations, be submitted **as** a grievance by the Local Chairperson at the second step of the grievance procedure within thirty (30) days after the claim arises.

If not disposed of at the second step within the prescribed time limit, the union may request the grievance be submitted to binding arbitration within forty (40) days of the original claim. If the union does **not** give written notice of its desire to submit the grievance within forty

(40) days of the original claim, the matter shall be considered settled, unless said time limit is extended by mutual consent.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 61

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee – Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)

1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During 1993 negotiations, the company reconfirmed to the union that it would continue to consider laid off employees for preferential hiring in the company's hourly workforce in its Windsor Operations, following the company's commitments to honour and fill master Agreement requirements.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager

Letter No. 62

October **16, 1987**

Mr. R. Jacques
Chairperson of the Negotiating Committee -- Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

Of major concern to both parties during these negotiations was the announcement in June of the phase-out of the Windsor Export Supply operations within an 18 to 24 month period.

The matter generated considerable discussion, including shared concerns for an effective phase-out process, the number of employees who would be effected, the desirability to retain at work the more senior employees on remaining positions, training concerns, and the need to maintain effective operations in the other Windsor locations on an ongoing basis.

Because of the complexity and potential impact of this action, **both** parties agreed that innovative measures would have to be adopted.

The parties therefore agree:

1. The salary class and base monthly salary in effect on October 16, 1987 will remain unchanged (except for base salary adjustments scheduled for September **16, 1988** and September **16, 1989**) for all Local 240 members on the active roll on that date, for the term of the Agreement.
2. All employees will continue to be eligible for salary increases if placed on higher level classifications.

3. The provisions of the Collective Agreement booklet related to job advertising and seniority reduction applications will be suspended until January 1, 1990 at which time they will be reactivated.
4. Training will be provided for those senior employees who may not currently be qualified to perform the work available when the phaseout is complete and who otherwise would have the seniority to remain at work at that time.
5. Incumbents with less seniority in the following classifications will not be subject to displacement by senior **surplus** employees who do not meet the qualifications or cannot be trained in a reasonable period of time.
 - Chemical Technician
 - Engine Test and Evaluation Analyst

It is mutually agreed to and accepted by the union that in order to accomplish the training to develop these more senior employees in order to achieve our common goals, management will have the flexibility to reassign personnel and/or assignments to avoid any adverse consequences to the employees and to the entire Windsor operations.

It is understood that the movement of employees will be done for the purpose of training and maintaining efficient operations and will not be done for punitive **reasons**.

The intent of this letter is to provide a vehicle for the company to accomplish a major facility closure while respecting the concerns of senior employees and at the same time maintaining effective operations throughout the Windsor site. The principles in this letter represent a significant departure from the normal application of the Collective Agreement requiring **good** sound judgment on behalf of operating management. Input from the union in exercising this judgment is welcomed and necessary for the parties to accomplish this difficult objective. In this regard, within 60 days from the effective date of this

agreement a joint company and union phase-out committee will be established.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Letter **No. 63**

October **16, 1987**

Mr. R. Jacques
Chairperson of the Negotiating Committee – Local **240**
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

An employee returning from a leave of absence who **does** not have sufficient seniority to displace the employee assigned to his former position, and who is placed **on** a position in a lower salary class, will have his salary reduced in three monthly increments.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA. Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

Letter No. 64

October **18, 1993**

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the **1993** negotiations, the parties agreed that, following ratification and before the printing of the Collective Agreement booklets, one representative appointed by the C.A.W. president, the Ford unit chairperson, and one representative appointed by the Vice-President, Employee Relations, will review existing letters and statements contained in these booklets. The purpose of this review is to identify and remove outdated letters and statements.

Yours very truly,
FORDMOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
employee Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 67

October 16, 1987

Mr. R. Jacques

Chairperson of the Negotiating Committee - Local 240

National Automobile, Aerospace

and Agricultural Implement

Workers Union of Canada (CAW-Canada)

1214 Ottawa Street

3rd Floor

Windsor, Ontario

N8X 2E6

Dear Mr. Jacques:

During these negotiations, the parties discussed at great length, union claims that jobs presently performed by bargaining unit personnel could, in the future, be transferred to excluded positions or that new jobs being created would be inappropriately assigned to excluded positions.

The parties agree the union may request information relevant to a job, supervisor or employee so that it may conclude its investigation of the claim. The company will provide such relevant information and its position on the matter within 30 days. The union and the company will meet as necessary and attempt to resolve any remaining disputes between them. In the event that any such dispute cannot be resolved locally, representatives of the national union and the central labour relations staff will meet in an effort to resolve the dispute.

In the event that such dispute remains unresolved, the union may submit such claim to an adjudicator, as per the attached letter to Mr. Vic Pathe, Assistant Deputy Minister of Labour concerning the appointment of an adjudicator by the Ontario Labour Relations Board. It is expressly understood and agreed that the adjudicator, in making his

decision, will have regard to the applicable provisions of the Collective Agreement.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Industrial Relations Manager
Windsor Operations

ATTACHMENT

Mr. Vic Pathe
Assistant Deputy Minister of Labour
400 University Avenue, 16th Floor
Toronto, Ontario

Dear Mr. Pathe.

During our recent negotiations between CAW and the Ford Motor company of Canada, Limited, the parties discussed the potential problem with future positions that are not included in the bargaining units and which the union believes should be included.

The union and the company agree to address this matter, if necessary; by establishing a Joint Committee to attempt to work out an agreement on any position in question.

We recognize there may be certain areas when no agreement may be possible and where both parties could use the assistance of someone experienced in the area of office and technical bargaining unit work.'

The parties are requesting that you select someone who has had experience in this field at the Ontario Labour-Relations Board and whom we could call in to settle any unresolved issue.

The company and union have agreed that both parties could accept the decision of the individual selected by the Board as final and binding.

We realize the parties would have to work out any remuneration arrangement with such a ~~person~~ if and when they **are** needed.

NATIONAL UNION,
CAW-CANADA
R. White

FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie

Letter No. 68

October 18, 1993

Mr. B. Hargrove
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Hargrove:

During 1993 negotiations the parties discussed the extensive structural change that has already, and will continue to take place, in the North American automotive industry. Our discussions focused on two key aspects of this complicated issue: the need to maintain each Ford of Canada location as a productive manufacturer of world class quality products in the North American automotive market and to ensure that Ford of Canada employees, who contribute to the success of the company, have their jobs and incomes protected as restructuring actions are taken. In addition, we have recognized the importance of the parties at both the local and national level continuing an ongoing dialogue about all the aspects of the business to ensure that the important goals are achieved.

With these objectives in mind, we have agreed that the understanding listed below will govern the parties in the event that restructuring or productivity-related actions may result in permanent job losses. These permanent job losses are those occasioned by specific actions taken by the company. For example, outsourcing, the introduction of new technology, sale of part of the company, and consolidation of operations would be actions contemplated by this understanding. The understanding would not apply to normal cyclical fluctuations in demand or the reduction of employees on 'temporary' assignments. It is also understood that this program does not replace the ongoing discussions which continually take place at the local level regarding production standards and manpower requirements.

1. Where such permanent loss of jobs is considered, one year notice will be provided to the union in the case of plant closure and six months notice will be provided to the union in the case of a potential permanent job loss related to a restructuring as referred above. The information supplied to the union will include the number of employees who could potentially be impacted and the rationale for the decision. It is understood that the information will be used for discussions between the parties and the workforce, and will be considered confidential. The union will have the opportunity to make proposals which could alter or modify the decision.
2. During the course of these discussions, the objectives of the parties will be the retention of the jobs in question. To that end, the parties will discuss opportunities to retain or replace the jobs which are being discontinued. The union will have thirty days from the date of notice to make proposals which could make it feasible to retain or replace the jobs in question.
3. If job losses become unavoidable and management decides to reduce the size of the workforce, every effort will be made to use attrition to manage the

required reductions. The use of attrition is the subject of a separate letter between the parties.

Yours very truly,
FORDMOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter **No. 69**

October 18, 1993

Mr. B. Hargrove
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Hargrove:

During 1993 negotiations, in a separate letter between the parties, we described the process that would be followed in the event that restructuring actions may result in permanent job losses. In that letter we agreed that the objective of the parties will **be** the retention of the jobs in question. We also agreed that if job losses become unavoidable, every effort will be made to **use** attrition to manage the required reductions.

The instant letter describes the **process** that will **be** implemented, and the benefit entitlements that will be provided to employees under **three** separate scenarios: 1) closure of stand-alone plants, 2) closure of a plant(s) at a multi-plant site, and 3) restructuring actions resulting in permanent job losses at any plant. The scenarios are detailed below as follows:

PLANT CLOSING

Stand-Alone Plants

As closure approaches and operations begin to wind down, employees who (1) are any age and have 28.1 or more years of creditable service; (2) are age 54 or older but less than age 60 and within two years would have sufficient combined years of age and creditable service to equal 85 or more; and (3) are age 60 or older but less than age 65 and have ten or more years of creditable service or are age 61 or older but less than age 65 and have 9.1 but less than 10 years of creditable service, will be contacted regarding retirement under the regular early retirement provisions of the retirement pension plan and if then eligible for regular early retirement, may retire immediately and receive the retirement allowance provided by separate letter agreement dated **October 18, 1993**. Employees who are age 55 or older but less than age 65 and who have ten or more years of creditable service (including any such employees who are also eligible for regular early retirement) will be offered special early retirement commencing on or before the announced closing date and be eligible upon so retiring to receive the retirement allowance. Employees who are age 50 or older but less than age 55 and have 10 or more years of creditable service at the date of closure and are not eligible for regular early retirement will be offered benefits under the **Pre-Retirement** Income Maintenance Program (PRIMP) and be eligible to receive the retirement allowance upon commencement of PRIMP.

At time of closure, remaining employees, including eligible employees who declined to elect immediate regular early retirement or who declined the offer of special early retirement or **PRIMP**, will be placed on layoff. All such employees with 5 or more years of seniority, except those who meet the age and service requirements for regular or special early retirement or PRIMP, will be eligible to apply immediately upon layoff for a lump sum payment

under the Voluntary Termination of Employment Plan (VTEP). Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because he/she has less than 5 years of seniority at layoff or because at layoff he/she meets the age and creditable service requirements for regular or special early retirement or **PRIMP** will

- be eligible for regular benefits under the Supplemental Unemployment Benefit (SUB) Plan provided he/she has at least one year of seniority as of his/her last day worked prior to layoff;
- be offered employment at other company facilities in accordance with the parties' understanding on preferential placement: and
- provided he/she had 5 or more years of seniority as of his/her last day worked prior to layoff and does not meet the age and creditable service requirements for regular early retirement upon exhausting his/her eligibility for regular **SUB** and did not meet the age and creditable service requirements for special early retirement or **PRIMP** at time of layoff, be eligible for **IMP** benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP benefits he/she had received while on layoff prior to ultimately making application for VTEP, provided that he/she does not meet the age and service requirements for regular early retirement at the time application is made and did not meet the age and service requirements for special early retirement or **PRIMP** at time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

Multi-Plant Sites

On a site-wide basis, separately for skilled trades and non-skilled employees and for skilled employees, by trade, before closing layoffs are effected, the number of employees in the workforce will be reduced by:

- (1) Laying off employees with hire or rehire dates on or after the date closing was announced,
- (2) Offering the opportunity to: (a) retire immediately if eligible for regular early retirement, and receive the retirement allowance; or (b) if not eligible to retire immediately, or if option (2) (a) is not chosen, be placed on layoff, with eligibility for regular **SUB**, to employees at any age who have **28.1** or more years of creditable service;
- (3) Offering the opportunity to: (a) retire immediately if eligible for regular early retirement, and receive the retirement allowance; or (b) if not eligible to retire Immediately, or if option **3** (a) is not chosen, be placed on layoff, with eligibility for regular **SUB**, to employees (excluding those who also may be in (2) above) **who** are age **54** or older but less than age **65** and who within two years would have sufficient combined years of age and creditable service to equal **85** or more;
- (4) Offering immediate special early retirement to employees (including those who also may be in (2) or (3) above but excluding those in **2** (a) and **3** (a)) who are age **55** or more but less than age **65** and who have **10** or more years of creditable service with eligibility to receive the retirement allowance;
- (5) Offering the opportunity to be placed on layoff, with eligibility for regular **SUB**, to employees who are age **60** or older but less than age **65** and have **10** or more years of creditable service or are age **61** or older but less than age **65** and have **9.1** but less than **10** years of creditable service: and

- (6) Offering employees who have **5** or more years of seniority (excluding those in (2), (3), (4) and (5) above) an opportunity to apply for **VTEP**.

If the total number of employees who accept an offer under (2), (3), (4), (5) or (6) above, combined with the number of employees laid off under (1) above, exceeds the number of jobs that will be permanently lost due to the closing, individual elections under (2), (3), (4), (5) and (6) will be effected in seniority order until the resulting number of separations equals the expected job loss.

At time of closure, the reduction in force provisions of the Collective Agreement will be implemented. An employee with **5** or more years of seniority who is laid off as a result of the reduction in force and who at time of lay-off does not meet the age and creditable service requirements for regular or special early retirement will be eligible to apply immediately upon layoff for a lump sum payment under **VTEP**. Any laid off employee who elects not to apply immediately for **VTEP** or who is ineligible for **VTEP** because he/she has less than **5** years of seniority at layoff or because he/she meets the age and creditable service requirements for regular or special early retirement will

- be eligible for regular benefits under the **SUB** Plan;
- be offered employment at other company facilities in accordance with the parties' understanding on preferential placement or be eligible for recall to work at a plant in the same unit, whichever may occur first; and
- provided he/she had **5** or more years of seniority as of his/her last day worked prior to layoff and does not meet the age and creditable service requirements for regular early retirement upon exhausting his/her eligibility for regular **SUB**

and did not meet the age and creditable service requirements for special early retirement at time of layoff, be eligible for **IMP** benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the **sum** of any **IMP** benefits he/she had received while on layoff prior to ultimately making application for VTEP, provided that he/she does not meet the age and creditable service requirements for regular early retirement at the time application is made and did not meet the age and creditable service requirements for special early retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

PERMANENT JOB LOSS

In the event management decides that workforce reductions resulting in permanent job loss as a consequence of restructuring actions cannot be accomplished in a timely and efficient manner through normal attrition, the following steps will be taken, separately for skilled trades and non-skilled employees and for skilled employees, by trade:

- (1) Employees with less than **one** year of seniority will be placed **on** layoff;
- (2) If the number of separations that can be accomplished through implementation of (1) above is less than the number of jobs that will be lost, employees at any age **who** have **28.1** or more years of creditable service will **be offered** the opportunity to: (a) **retire immediately**, if eligible for **regular** early retirement, **and receive** the retirement allowance; or (b) **if not, eligible to retire immediately**, or if option (2) (a) is not chosen, be placed on layoff with eligibility for regular SUB. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under (1) above, exceeds the number of jobs that will be permanently lost, this offer will be

implemented in seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost.

(3) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (excluding those who may also be in (2) above) who are age 55 or over but less than age 65 and who within two years would have sufficient combined years of age and creditable service equal to 85 or more will be offered the opportunity: (a) to elect to retire if eligible for regular early retirement; or (b) if not eligible to retire immediately, if option (2) (b) is not available, to be offered eligibility for early retirement. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the preceding steps, equals the number of jobs that will be permanently lost, this offer will be implemented in seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost.

(4) If the number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees (including those who also may be in (2) or (3) above) who are age 65 and over but less than age 65 and who have 10 or more years of creditable service will be offered special early retirement and be eligible to receive the retirement allowance upon retirement. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the three preceding steps, equals the number of jobs that will be permanently lost, special early retirements will be approved in seniority order until the combined number of actual and scheduled separations equals the number of jobs lost.

- (5) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who are age 60 or older but less than age **65** and have **10** or more years of creditable service or are age **61** or older but less than age **65** and have **9.1** or more but less than 10 years of creditable service will be offered the opportunity to be placed on layoff with eligibility for regular **SUB**. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the **Four** preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in seniority order for accepting employees until the combined number of actual and scheduled separations equals the number of jobs lost; and
- (6) If the combined number of separations pursuant to the preceding steps is less than the number of jobs that will be permanently lost, employees who have **5** or more years of seniority (excluding those in (2), (3), (4) and (5) above) will be offered an opportunity to apply for VTEP. If the number of employees who accept this offer, combined with the number of employees separated or scheduled for separation under the five preceding steps, exceeds the number of jobs that will be permanently lost, this offer will be implemented in seniority order until the combined number of actual and scheduled separations equals the number of **jobs** lost.

These actions will be taken and administered on a site-wide basis at multi-plant sites.

If these measures fail to stimulate sufficient additional attrition to accomplish the necessary workforce reductions, the reduction in force provisions of the Collective Agreement will be implemented. An employee with **5** or more years of seniority who is laid off as a result of the reduction in force and who at time of layoff does not meet

the age and creditable service requirements for regular or special early retirement will be eligible to apply immediately upon layoff for a lump sum payment under VTEP. Any laid off employee who elects not to apply immediately for VTEP or who is ineligible for VTEP because he/she has less than 5 years of seniority or because he/she meets the age and credit able service requirements for regular or special early retirement will

- be eligible for regular benefits under the **SUB** Plan;
- be offered employment at other company facilities in accordance with the parties' understanding on preferential placement (or at a multi-plant site, be eligible for recall pursuant to the Collective Agreement, whichever may occur first); and
- provided he/she had 5 or more years of seniority as of his/her last day worked prior to layoff and does not meet the age and creditable service requirements for regular early retirement upon exhausting his/her eligibility for Regular **SUB** and did not meet the age and creditable service requirements for special early retirement at time of layoff, be eligible for IMP benefits under the Income Maintenance Benefit Plan.

An employee with 5 or more years of seniority who elects not to apply for VTEP at time of layoff will be eligible to make subsequent application for such a payment, reduced by the sum of any IMP benefits he/she had received while on layoff prior to ultimately making application for VTEP, provided that he/she does not meet the age and creditable service requirements for regular early retirement at the time application is made and did not meet the age and creditable service requirements for special early retirement at the time of layoff and provided further that such application is filed within the maximum time limits set forth in the Voluntary Termination of Employment Plan.

The above commitments were executed in a spirit that recognizes the need to ensure that Ford of Canada operations produce world-class quality products as efficiently as possible. That recognition, coupled with the commitments we have negotiated to protect the jobs and incomes of our employees, should help to assure that both parties achieve our shared objective of maintaining Ford of Canada as a viable entity in the North American automotive market.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter No. 70

September 24, 1990

Mr. R. White
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. White:

During 1990 negotiations the company discussed the confidential nature of the circumstances which are normally associated with a sale of all or part of the business. The parties agreed that it may not be practical in every instance to provide the union with appropriate notice as contemplated in the letter regarding job and income security. The

company agreed, however, that it would advise the union as far in advance as possible when contemplating a sale of all or part of the business.

Yours very truly,
FORD **MOTOR** COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter No. 71

September 24, 1990

Mr. R. White
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. White:

During the 1990 negotiations, in conjunction with discussions regarding the Job and Income Security Program, the parties discussed the application of the preferential placement guidelines contained in the letter dated October 16, 1987.

The parties agree that in circumstances involving permanent reductions or a plant closure at a multi-plant site, the arrangements specified in the letter dated October 16, 1987 and Section 13.01(c) will take effect. The parties also agreed that when reductions are related to a stand-alone plant closure, exceptions will be made to these arrangements, such that employees who transfer to another location will receive an adjusted seniority date at the new

location which will be the date that notice of closure was given to the union. Such employees, when transferred to an opening at the new location, may displace employees hired at that location after the date the notice of closure was provided to the union.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter No. 72

September 24, 1990

Mr. R. Jacques
Chairperson of the Negotiating Committee – Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street – 3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the 1990 negotiations the **union** raised concerns with respect to employee vehicle problems which have **been** referred to the national service office.

The company noted that customer satisfaction and enhancing owner loyalty are among **its** highest objectives. The company agrees that following negotiations a review of the current **procedures** will **be** undertaken with representatives of the national service office to determine if it would be appropriate to implement changes that would better identify the specific details of any employee vehicle concern **so** that it could be quickly and effectively resolved.

The national union will be advised of the results of this review when it has been completed.

Yours very truly,
FORDMOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter **No. 73**

October **18, 1993**

Mr. B. Hargrove
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. **Hargrove**:

During **1993** negotiations, the parties discussed the Social Justice Fund which has **been** established **to** provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations:

Subject to the following conditions, the company will make quarterly contributions to such a fund equal to one cent (**1¢**) for each straight time hour worked in the preceding thirteen (13) week period on the following dates:

Hours Worked	Payment Date
09/27/93 – 01/02/94	01/31/93
01/03/94 – 04/03/94	04/30/94
04/04/94 – 07/03/94	07/31/94
07/04/94 – 10/02/94	10/31/94
10/03/94 – 01/01/95	01/31/95
01/02/95 – 04/02/95	04/3/95
04/03/95 – 07/02/95	07/31/95
07/03/95 – 10/01/95	10/31/95
10/02/95 – 12/31/95	01/31/96
01/01/96 – 03/31/96	04/30/96
04/01/96 – 06/30/96	07/31/96
07/01/96 – 09/29/96	10/31/96

The company will make these quarterly payments provided that

- (a) the union maintains **the incorporation of** the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps **are** taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- (b) the union registers the non-profit corporation **as** a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- (c) the union maintains a favourable Income Tax Ruling from the federal Department of National Revenue that **all** contributions which the company makes to the non-profit corporation **are tax** deductible;
- (d) the union **provides** the company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
- (e) the objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:

- (i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act,
- (ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions,
- (iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making financial contributions,
- (iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

The company will pay each subsequent quarterly contribution as set forth above, as long as the requirements of points (a) to (d) above continue to be met by the union.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA. Limited
D. J. McKenzie
Vice President,
Employee Relations

Concur: **B. Hargrove**

Letter No. 74

September 24, 1990

Mr. R. Jacques
Chairperson of the Negotiating Committee, Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street - 3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Whyte:

During 1990 negotiations, the parties reviewed results of the Ford-CAW workplace census.

It is agreed that, despite recent initiatives, affirmative action target groups remain under-represented among employees included in CAW bargaining units.

The company advised the union that at locations where the representation of target groups is not reflective of the surrounding labour market, it is the company's objective **to** progressively increase the percentage of target group employees, to community levels, as future hiring takes place.

The parties agree that it may be difficult to simultaneously stimulate meaningful increases of all four designated groups at a particular company location. Accordingly, the local Joint committees will develop recommendations to management, that concentrate efforts on increasing the percentage of designated group members where gains can be achieved most expeditiously.

The joint committees will monitor hiring activities **at** all locations and investigate any situations where the numbers of designated group members **king** hired do **not** meet the

joint goal of accelerating the pace of achieving in-plant target group levels comparable to those in the surrounding community.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 77

September 24, 1990

Mr. R. L. Jacques
Chairperson of the Negotiating Committee – Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the course of the 1990 negotiations, the parties discussed the potential phase-out of the parts and accessory operation during the term of the Collective Agreement. It was **agreed** by the parties that the conditions outlined in Letter #62 regarding the Windsor **export** supply phase-out would continue.

In this regard a joint company and union phase-out committee will be established within 30 days of the announced closure.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Letter No. 78

September **24, 1990**

Mr. R. L. Jacques
Chairperson of the Negotiating Committee - Local **240**
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the course of 1990 negotiations, the parties discussed at length implementing a procedure for the notification **and** granting of union leaves of absence.

The parties agreed that all requests for leaves of absence would be submitted by the chairperson to the supervisor, salaried personnel and training or his/her designate.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Letter **Nb. 79**

October 18, 1993

Mr. R. L. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street, 3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the **1993** negotiations the parties discussed the agreement reached during 1987 negotiations regarding the retention of salary class and base monthly salary for all local 240 members affected by the phaseout of the Windsor Export Supply Operation.

The parties agree that for the term of the **1993** Collective Agreement the salary class and base monthly salary in effect on October 18, 1993 will remain unchanged (except for base salary adjustments) for all local 240 members on the active roll on that date. In addition, it is agreed that prior to a position being posted the company will review the red circled list to determine if a qualified may be restored to the level of his/her protected grade. Further, if a qualified employee elects to remain on his/her current position, he/she will be reclassified to current salary class and salary adjusted in accordance with 4(b)(1) (c)(1) of the Procedures Applicable to Performance Review & Salary Adjustments Plan.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Letter **No. 80**

September 24, 1990

Mr. R. L. Jacques
Chairperson of the Negotiating Committee- Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the current negotiations, the union expressed concern regarding delays in the posting and tilling of job openings.

The company indicated that it was in the best interest of the parties to expedite the job advertising procedure and the company would endeavour to eliminate any such delays.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Letter No. 81

September 24, 1990

Mr. R. L. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the course of 1990 negotiations, the parties discussed the qualifications deemed necessary by the company for the efficient performance of work by employees in the engine test and evaluation analyst classification.

The union expressed concern regarding the inability of employees to become qualified for these positions. In response, the company reaffirmed its intention to continue to employ qualified individuals to efficiently perform the work required.

The parties agreed that during the term of the Agreement any member of local 240 who acquires the qualifications required by the company will be considered for employment in accordance with his/her seniority within the bargaining unit.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Letter No. 82

September 24, 1990

Mr. R. L. Jacques
Chairperson of the Negotiating Committee – Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the course of 1990 negotiations, the parties discussed union concerns regarding the decline in the membership of the local 240 bargaining unit, and the performance of work outside of the unit at the Windsor Aluminum Plant and Cast Aluminum Research & Development facility.

To review these issues which were discussed at negotiations, a meeting will be arranged with appropriate operating management of the above named facilities within 60 days of the effective date of the agreement.

In the event that one of these issues cannot be resolved locally, representatives of the national union and the central labour relations staff will meet in an effort to resolve the issue.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA. Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Letter **No. 83**

October 18, 1993

Mr. R. L. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear **Mr. Jacques**,

During **1993** negotiations, the company and the union agreed to request Professor **E. E. Palmer** to act as sole Umpire in the Grievance Procedure under the Collective Agreement dated October **18, 1993**.

Should the sole Umpire be unable to act for a prolonged period, representatives of the national union and the central labour relations staff of the company may select one or more persons to act instead of the sole umpire during this period.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations
Windsor Operations

Concur: R. Jacques

Letter No. 85

September 24, 1990

Mr. R. L. Jacques
Chairperson of the Negotiating Committee -- Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of **Canada** (CAW-Canada)
1214 Ottawa Street
3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the course of 1990 negotiations, the parties discussed at length job security issues in relation to the future of the Windsor Operations, including the potential impact on employment levels of the local 240 Bargaining Unit.

The company recognized the importance of the employment it affords its employees and the desire of the union to preserve jobs for its membership.

In response to this concern, the company agreed that attempts will be made to effect reductions in force, to the greatest extent possible, through the use of attrition utilizing the provisions of the 1990 Agreement and, where possible, through the placement of bargaining unit members in other positions within the company.

In the event that necessary reductions in force cannot be achieved through the use of attrition, the company will, to the greatest extent possible, endeavour to retain senior employees at work.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. D. Esch
Employee Relations Manager
Windsor Operations

Letter No. 86

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street - **3rd** Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the 1993 negotiations the parties agreed that female employees may sometimes need to discuss with another woman matters such as violence, abuse at home, or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For these reasons the parties agree to recognize that the role of women's advocate in the workplace will be served by the **CAW** female member of the local union's Employment Equity Committee in addition to her other duties relating to employment equity. The trained female employment equity representative will meet with female members as required, discuss problems with them, and refer them to the appropriate community agency when necessary.

The company agrees to establish a confidential phone line that female employees can **use** to contact the female employment equity representatives. As well, the company will provide access to a private office **so** that confidentiality **can** be maintained when a female employee is meeting with a female employment equity representative.

The local Employment Equity Committees will develop appropriate communications to inform female employees about the advocacy role that the female employment equity committee member plays.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Letter No. 87

October 18, 1993

Mr. R. L. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street, 3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the 1993 negotiations the company agreed to a 3-day jointly developed and delivered harassment and human rights program for union representatives and designated management employees, with the content, timing, location(s) and trainers to be determined by the Master Employment Equity Committee. Travel time, if required, is to be included in the 3-day period.

Following the proclaiming into force of Ontario Bill 79, the Master Employment Equity Committee will develop a

1-day Employment Equity program for the individuals detailed above.

Yours very truly,
FORD **MOTOR** COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Letter No. 88

October 18, 1993

Mr. R. L. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street, 3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the 1993 negotiations the company and the union reaffirmed their commitment to employment equity.

While the parties recognize that there is increasing representation of the four designated groups within the hourly workforce, the company and the union agreed they must increase special efforts aimed at achieving a representative number of women, visible minorities, **persons** with disabilities and aboriginal persons throughout the workforce of Ford of Canada.

The parties agreed that a diverse workforce is beneficial and desirable, and that their pro-active efforts on employment equity **are** fundamental to the company. The parties are committed to jointly develop an Employment Equity

Plan **on** behalf of CAW bargaining units at Ford of Canada. This plan will include the following:

- an up-to-date census
- a workforce analysis and review of employment systems
- the identification of systemic barriers **to** the designated groups
- a review of current recruitment, promotion and training practices
- goals and timetables **for** hiring the designated groups
- goals and timetables for reducing or eliminating systemic barriers **to** the designated groups
- accommodation for people with disabilities
- a clear and ongoing commitment to a workplace **free of** harassment
- identification of positive measures such as work and family **measures**, skills updating, etc. that could help retain and advance the designated groups in the **Ford** of Canada workforce
- an annual review procedure **to** monitor the progress of the program.

The company has developed an employment equity plan for the Federal Contractor's Program. Elements of this plan may form the basis for the new joint Employment Equity Plan when the parties **are** in agreement.

Yours very truly,
FORD **MOTOR** COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Letter No. 89

October 18, 1993

Mr. B. Hargrove
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Hargrove:

During the recently concluded negotiations, the union expressed concern regarding seniority employees who are laid off as a result of a restructuring action which results in permanent job losses, who secure employment through the preferential placement procedures at other plants covered by the Agreement and within five years of the original lay-off date are again indefinitely laid off without expectation of recall.

The company agrees that under these circumstances the employees will be given the option to remain on layoff from the last facility where they were employed or to exercise their rights relative to the options under the job and income security program that were available to them at the time of the original layoff.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter No. 90

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street - 3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques,

During the 1993 negotiations the parties agreed that female employees may sometimes need to discuss with another woman matters such as violence, abuse ~~at~~ home, or workplace harassment. They may also **need** to find out about specialized resources in the community. Such as counsellors or women's shelters to assist them in dealing with these and other issues.

~~For~~ these reasons ~~the~~ parties agree to recognize that the role of women's advocate in the workplace will ~~be~~ **served** by the CAW female member of the local union's Employment Equity Committee in addition to her other duties relating to employment equity. The trained female employment equity representative will meet with female members as required, discuss problems with them, and refer them to ~~the~~ appropriate community agency when necessary.

The company ~~agrees~~ to establish a 'confidential phone line that female employees can ~~use~~ to contact the 'female employment equity representatives. As well, the company will provide access to a private office so that confidentiality can be ~~maintained~~ when a female employee is meeting with a female employment equity representative.

The local Employment Equity Committees will develop appropriate communications to inform female employees about the advocacy role that the female employment equity committee member plays.

Yours very truly,
FORD **MOTOR** COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Letter No. 91

October 18, 1993

Mr. R. L. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
1214 Ottawa Street, 3rd Floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During 1993 negotiations the company and the union discussed employment equity at length and reaffirmed their mutual commitment to a workplace free of harassment and discrimination.

In this regard, the parties agreed that the current rules of personal conduct would be amended to include the following:

“Harassing or discriminating against any employee, contract personnel, or visitor.”

The parties also agreed that the amended rules of personal conduct would be posted at all company locations as soon as practicable following these negotiations.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Concur: R. Jacques

Letter No. 92

October 18, 1993

Mr. B. Hargrove
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer **Curt**
Willowdale, Ontario
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties agreed that in the event of a stand alone plant closure pre retirement income maintenance program (PRIMP) benefits will be payable to eligible employees based on the following terms and conditions:

- (i) Eligible employees are those employees at the affected plant:
 - (a) who are between age 50 and 55 with at least 10 years of credited service at the date of the plant closure and are not eligible for Regular Early Retirement; or

- (b) who are at least age 48.1 but under age 50, with at least 9.1 years of credited service at the date of plant closure, who are placed on layoff and who then attain age 50 with at least 10 years of credited service.
- (ii) Eligible employees will receive monthly PRIMP benefits equal to (a) the sum of the basic and supplementary benefit rates in effect under the provisions of the applicable pension plan at date of commencement of PRIMP benefits, multiplied by (b) the employee's credited service at the date of plant closure or, if later, the date at which the employee attains age 50 with at least 10 years of credited service:
- (iii) Unless otherwise elected by both the employee and the surviving spouse (as defined in the applicable pension plan), PRIMP payments will be reduced by 5% of the amount calculated in (ii) above, excluding any supplementary benefit amount, in order to provide PRIMP benefits to the surviving spouse, in an amount equal to 60% of the portion of the employee's PRIMP benefit which is based upon the basic benefit amount, after the application of the 5% reduction. In the event the employee's spouse predeceases the employee, the employee's unreduced PRIMP benefit will be payable, upon notification of the death of the spouse.
- PRIMP benefits will be payable until the first date at which the employee is, (or would have been eligible in the event of the death of the employee), eligible for Special Early Retirement;
- (iv) On each October 1 following their commencement, PRIMP benefits will be recomputed in accordance with PCOLA adjustments applicable to employees retired under the pension plan on or after October 1, 1993.

- (v) Employees or surviving spouses in receipt of PRIMP benefits would be eligible for Special Early retirement benefits from the applicable pension plan at age 55 (or at the date the employee would have attained age 55, in the case of a surviving spouse), at which time the calculation of the pension payable will be based on the employee's credited service and benefit rates at the time of plant closure or, if later, the date at which the employee attains or would have attained age 50, adjusted for PCOLA;
- (vi) Employees and surviving spouses will be eligible for continued health care and group insurance coverage when in receipt of PRIMP benefits.
- (vii) The Maximum Company Liability under the Income Maintenance Benefit Plan, will be reduced by the amount of any PRIMP benefits paid to eligible employees.
- (viii) Employees age 50 but not yet age 55 who are eligible for PRIMP benefits at the date of plant closure will also be eligible for the lump sum retirement allowance.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter No. 93

October 18, 1993

Mr. B. Hargrove
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Hargrove:

During the 1993 negotiations the parties discussed methods of providing retirement incentives to employees who are retirement eligible under the Regular or Special Early Retirement provisions of the Retirement Pension Plan, on the date of a plant closing or permanent job loss identified under the Job and Income Security Program.

Accordingly, after September 15, 1993 any employee who is retirement eligible under the provisions of the Job and Income Security Program as of the date of the closure or permanent job loss, will be given the option of taking a Retirement Allowance of \$35,000.

The parties agreed that receipt of the Retirement Allowance is in lieu of any SUB entitlement that may have been provided under the provisions of the Job and Income Security Program and the SUB Plan.

Acceptance of this option will result in the immediate retirement of the employee.

All payments made under the terms of this agreement will be recoverable from future SUB contributions on a dollar for dollar basis for all pay periods in which SUB contributions exceed the total amount of Regular Benefits

paid and the Percentage Relationship of Fund Assets to Maximum Funding is greater than 40%.

Yours very truly,
FORD **MOTOR COMPANY**
OF CANADA, Limited
D. J. McKenzie
Vice President,
Employee Relations

Letter No. 94

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the course of 1993 negotiations, the company and the union held lengthy discussions regarding representation, specifically article 8.02 of the Collective Agreement.

In these discussions, the parties recognized that during the term of the **1993** Collective Agreement the phase-in of the **Truck** Modular Engine **Program** and the potential closure of Windsor Engine Plant #1, would present unique employment adjustment situations affecting employees within the bargaining unit.

To this end, the parties agreed that effective October 18, **1993** the chairperson of local 240, notwithstanding article **8.02** of the Collective Agreement, would be permitted full

time to function on his/her duties. It was further agreed that should the number of employees in the bargaining unit exceed 100 at anytime during the term of the 1993 Collective Agreement, the union shall not appoint any additional committeepersons contrary to article 8.02. Additionally, upon the closure of Windsor Engine Plant #1 but not later than June 30, 1996 these unique considerations provided to the chairperson shall cease and the provisions of article 8 of the Collective Agreement shall automatically be reinstated.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Letter No. 95

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the course of 1993 negotiations, the parties discussed at length the union's concern regarding job erosion issues.

The company assured the union it is not the company's policy to assign to excluded employees work normally assigned to included employees at Windsor locations. The company fully respects the integrity of the bargaining unit and has no intention of reassigning work traditionally and exclusively performed by included employees.

As a result of those discussions, the company has agreed to meet with the union to address individual concerns as they arise.

Yours very truly,
FORD MOTOR COMPANY
OF CANADA. Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

Letter No. 96

October 18, 1993

Mr. R. Jacques
Chairperson of the Negotiating Committee - Local 240
National Automobile, Aerospace
and Agricultural Implement
Workers Union of Canada (CAW-Canada)
1214 Ottawa Street
3rd floor
Windsor, Ontario
N8X 2E6

Dear Mr. Jacques:

During the course of 1993 negotiations, the parties discussed job security issues in relation to the future of Windsor Engine Plant #1 including the potential impact on local 240 employees within the site.

The company intends to provide sufficient notification to the appropriate union representatives at such time as a final determination is made.

The company recognized the importance of the employment it affords its employees and the desire of the union to preserve jobs for its membership.

In response to this concern the company agreed that if a reduction in force is required, attempts will be made to effect reductions, to the greatest extent possible, through the use of attrition.

In the event that necessary reductions in force cannot be achieved through the use of attrition, the company will, to the greatest extent possible, endeavour to retain senior employees at work.

In addition, it is agreed that in the event of the closure of WEP #1, the company agrees to meet with the union to discuss phase-out plans similar to those referenced in the WES phase-out (Letter #62).

Yours very truly,
FORD MOTOR COMPANY
OF CANADA, Limited
R. E. Poynter
Employee Relations Manager
Windsor Operations

STATEMENTS – JANUARY 1, 1974

1. In the event that an employee having 3 or more years of seniority is laid off while employees with less seniority are retained at work on the basis of their qualifications to perform the work available, the company will, on request, meet with the union to consider arrangements that may be made to enable the laid off employee to displace an employee having less seniority. Whenever possible such meeting will be held prior to the effective date of the layoff.

2. In any case where a normal salary increase is being withheld under the procedures applicable to performance review and salary adjustments, the company will notify the committeeman concerned as soon as possible after the employee has been so advised.

3. Effective with the date of settlement of the Agreement, the company will provide the union with a list of all employees laid off from the bargaining unit and who are subject to being recalled under the terms of the Agreement. Such list shall show the name, seniority date, and date of layoff of each employee included therein, and may be updated from time to time at the request of the chairman of the negotiating committee.

4. As agreed in the course of the current negotiations, after the effective date of the new Collective Agreement, the parties will work out on a mutually satisfactory basis the question of coverage for hospital-surgical-medical-drug expense benefits for employees and retirees from a company location in Canada who live in the United States. Such arrangements are to be effective not later than October 1, 1971.

5. During current negotiations, the company acknowledged that the term "current spouse" as set out in section 16.05 (a) of the Collective Agreement dated January 1, 1974 would be interpreted to include the deceased spouse of an employee, provided the employee has not remarried.

STATEMENTS – NOVEMBER 16, 1979

6. During 1979 negotiations, the company indicated that it would continue to take appropriate steps to post the names of successful job applicants on a timely basis.

STATEMENTS – OCTOBER 16, 1982

7. Whenever reasonably practicable, within 7 days following the hiring or reinstatement of an employee falling within the bargaining unit represented by local 240 U.A.W., the company will notify the chairman of the negotiating committee of the name, social insurance number, seniority date and date of hire or reinstatement of such employee and the department and classification to which he has been assigned.

8. During 1982 negotiations, the company assured the union that the names of applicants for job postings will be made available to the appropriate committee person on request.

STATEMENTS – DECEMBER 1, 1984

9. During 1984 negotiations the parties discussed the circumstances where an employee preferentially placed at a new location is subsequently discharged. In any such case where the employee has been discharged for inability to perform assigned work, the parties agreed that seniority at his former location will be retained.

10. During the 1984 negotiations the parties discussed at length the union's request for additional paid time for the committeemen to function as union representatives.

While the company maintained that there is sufficient representation time available to the committeemen, it recognizes that there may be exceptional circumstances involving a major issue where the amount of unused representation time is not sufficient. In a case of this kind, the chairman of the negotiating committee may approach the industrial relations manager, Windsor operations with a quest for an extension of the appropriate committeeman's time to function as a union representative.

In addition, if the chairman believes circumstances require additional time for committeemen to attend a conference, as provided in article 11 of the Collective Agreement, the industrial relations manager may grant a quest for up to a maximum of four additional hours per calendar month.

11. During 1984 negotiations the company indicated that, during the first week of each calendar month, it will post a notice listing the names of the employees who successfully applied for advertised openings during the previous month.

12. During 1984 negotiations the company agreed to provide, to the chairman of the negotiating committee, written notice identifying an individual returning to the bargaining unit, including his adjusted seniority date. Whenever it is reasonably possible, this notice will be provided thirty days prior to the date of transfer of the individual to the bargaining unit.

13. During 1984 negotiations, the parties discussed the company's practice with respect to payment for employees who report for overtime work assignments of short duration on instructions of the company.

In such circumstances, it is the practice of the company to give the employee an opportunity to earn a total of four hours' pay by performing other work that is available.

14. During the current negotiations when the parties were discussing the impact of new technology, the company assured the union that, when an employee who formerly performed a particular type of work is entitled to return to that type of work, the company will ensure that the employee is given the opportunity to receive the training necessary to cope with the changes in the method of performing the work resulting from new or advanced technology, such as computers, video display terminals and word processors.

15. During these negotiations the company made known its intention, based upon present evaporative casting process schedules, to assign an additional local **240** employee to the Essex Aluminum Plant not later than January **2, 1985**.

16. During the **1984** negotiations the union raised the question of the seniority date to be established for an employee who has never worked in the bargaining unit and who is recalled from layoff to fill an opening in the local **240** bargaining unit. The company assured the union that such an employee would have his seniority date established as of the date of entry into the bargaining unit.

An employee who is actively employed in an excluded capacity and is transferred to the bargaining unit will have seniority established in accordance with the appropriate provisions of article 14 of the Collective Agreement.

STATEMENTS-- OCTOBER 16, 1987

17. In the course of discussions concerning job advertising, the parties discussed the ability of employees to withdraw their candidacy prior to being identified as the successful applicant for a Notice of Opening in accordance with section 13:01(i)(i). Both parties reaffirmed that the intent of the language was to eliminate "job shopping" which was creating significant disruption and administrative burdens. It was agreed, however, that the restrictions built into the procedure could be detrimental to interested candidates. The company, therefore, agreed that prior to being identified as the successful applicant to a Notice of Opening, employees may withdraw the application prior to or during an interview for the position advertised by notifying the appropriate member of management.

18. During 1987 negotiations the company agreed that when effecting a reduction in force, placements being made in accordance with the provisions of Article 13 of the Collective Agreement, would continue to take into consideration experience gained on other assignments.

19. The following classifications have been identified as those that have a qualified and trainee relationship:

- Follow-up clerk
- Inventory control and follow-up clerk
- Production scheduling clerk
- Audit and calculating clerk
- Packaging technician - export
- Traffic tracer
- Rates, claims and D. F. S. air co-ordinator
- Specifications clerk
- Tabulating operator
- Special orders clerk - export production parts

Data control clerk
Data input operator
Traffic rate analyst
Rate analyst

It is understood that the parties may mutually agree to add to this list from time to time.

It is recognized that in each of the above named jobs the trainee performs duties closely allied to those performed by the qualified employee, and in time the trainee grows in experience and familiarity with all phases of the job to the point where he/she can carry the same responsibilities as the qualified employee. The trainee will qualify for upgrading to the qualified position following completion of 12 months of satisfactory service as a trainee, or, based on an assignment of each individual's progress, upon completion of a shorter period, if, in the judgment of management, the trainee has become fully qualified in less than 12 months.

It is understood that -

(a) All openings in the above classifications will initially be advertised as requiring a qualified employee. Consideration of applications and selection of the successful applicant will be made in accordance with section **13.01(i)**.

(b) In the event that there are no qualified applicants for the opening and the requirements of the company can be met by having a trainee do the work, then the company will advertise the opening as a trainee job and consideration of applications and selection of the successful applicant will be made in accordance with Section **13.01(i)**, provided however that preference may be given to the applications, if any, of employees who have previously accumulated 6 or more months of experience on the applicable trainee classification. Following completion of the required period of training the employee will be upgraded to the qualified classification.

(c) The openings described in paragraphs (a) and (b) above may be advertised simultaneously in the initial notice of opening in any case where the company would be prepared to **select** a trainee to do the work in the event that there **were** no qualified applicants.

It **is** also understood that during periods when there is no change in the actual number of the work force in each of the classifications of work covered by this understanding, there will be **a** movement of work between the various employees in these classifications which is essential not only from the point of view of providing adequate training for these employees but **also** to maintain **an** equitable balance of the work load **as** between employees.

This understanding has been reached **so** as to provide bargaining unit employees promotional opportunities in line with the company policy of promotion from within and at the same time provide the company with the opportunity for training certain employees over a **stated** period of time when qualified personnel are not available.

It is also understood that in **carrying** out reductions of the **work** force **as** provided in article 13 the company will **con-** tinue the practice of allowing a more senior surplus employee having the qualifications required by the company for the trainee position involved to displace a more junior employee who is identified **as** a trainee provided the trainee has not acquired experience **as** a trainee **for** more **than** 3 calendar months at the time the exercise of seniority **takes** place.

STATEMENTS – SEPTEMBER 24, 1990

20. During the course of 1990 negotiations the parties discussed a union concern regarding pension service credits.

To address this concern, the parties agree that when the next pension statements **are** provided for distribution, an accompanying letter will also be issued requesting employees to review their statement and contact Salaried Personnel concerning any perceived discrepancies.

21. During the course of the 1990 negotiations, the union expressed concern regarding the expiration of termination benefits for employees laid ~~off~~ during the term of the 1987 Collective Agreement. The company assured the union that the employees in question would be notified by the company prior to the expiration of any Separation Payment Benefit under the **SUB** Plan and/or Special Payment under the Income Maintenance Benefit Plan.

STATEMENTS –OCTOBER 18, 1993

22. During the course of the 1993 negotiations, the ~~union~~ expressed concern regarding the equitable distribution of overtime. The company assured the union they would continue to distribute overtime in an equitable manner and would maintain overtime records.

PROCEDURES APPLICABLE TO PERFORMANCE REVIEW AND SALARY ADJUSTMENTS PLAN

1. (a) An employee on the active roll of the company who is paid a base salary which is less than the job rate applicable to his/her assigned job will be eligible for semi-annual normal salary adjustments as set ~~out~~ in the attached schedule provided his/her performance, considering the length of time on present job, is satisfactory.

(b) When an employee's base salary is within one normal salary increase ~~of~~ the job rate applicable to his/her job, his/her next normal salary increase will be adjusted to an amount sufficient to bring his/her base salary up to the job rate.

(c) Should a normal salary increase have the effect of bringing an employee's base salary ~~to~~ within less than \$10 of the job rate of his/her assigned job, then his/her base salary will be increased to equal the job rate.

(d) The company reserves the right to withhold a normal salary increase where, in the opinion of the company, an employee's work record, attendance record or conduct does not justify such an increase. In such a case, the employee will be advised of any such increase withheld and the reasons for so doing. Where an increase is withheld there will be a special salary review in three months or less from the date of the last review.

(e) If a normal salary increase is withheld on two normal performance reviews, the company will take such steps as are necessary to remove the employee from the job. If the circumstances warrant, the company will undertake to relocate the displaced employee in a position more suited to his/her capabilities.

2. (a) An employee who is on layoff, leave of absence or sick leave for less than one month during the six month period under review shall have such time credited towards his/her eligibility for normal salary progression.

(b) An employee who is on layoff, sick leave or leave of absence, for more than one month during the six month period under review shall receive only one month's credit for the period of his/her absence towards his/her eligibility for normal salary adjustment provided he/she returns to the same job to which he/she was assigned prior to such layoff, leave of absence, or sick leave. In such cases the employee's anniversary date for purposes of performance review and salary review will be re-established accordingly. Should such employee return to a different job, then the date of his/her return to work shall be used as the date from which to calculate any future normal salary adjustments.

3. (a) An employee who is transferred from one job to another job in a higher salary class and who is paid a base salary above the minimum rate but less than the job rate for the higher salary class will be granted an increase amounting to one normal salary increase for the higher salary class

or increased to the job rate for the higher salary class whichever is the lesser.

(b) An employee who is transferred from one job to another job in a higher salary class and is paid a base salary less than the minimum of the salary range applicable to the higher salary class, shall receive a salary increase sufficient to bring his/her base salary up to the minimum of such salary range or receive a salary increase equal to one normal salary increase for the higher salary class whichever amount is the greater.

(c) The date that an employee transfers from a job in one salary class to another job in a higher salary class shall be used as the date from which to calculate any future normal salary increases.

(d) An employee who temporarily assumes the full responsibility for a job in a higher salary class for 5 working days or more within a period of one month will have his/her salary adjusted to the job rate of the higher salary class in respect of such days worked on the job in the higher salary class.

4. (a) An employee who is transferred from one job to another job in the same salary class or a lower salary class shall, if his/her base salary is at or below the job rate for the job to which he/she is transferred, retain his/her salary as of the time of the transfer. In such a case, he/she shall become eligible for salary increases up to the applicable job rate in the same manner that he/she would have, had the transfer not been effected.

(b) If an employee is transferred from one job to another job in the same salary class or a lower salary class and his/her base salary is above the job rate applicable to the job to which he/she is transferred, the company may, at its discretion, reduce the employee's base salary to the highest of

(i) the job rate applicable to the job to which he/she is transferred; or

(ii) the highest base salary received on the job if the employee previously performed the job **to** which he/she is transferred; or

(iii) a salary which provides the same percentage of salary differential above the job rate for the job to which he/she is transferred **as** the salary differential his/her present salary provides above the job rate for his/her present job, provided that in no instance will the salary exceed the maximum of the applicable salary range.

Any such reduction of the employee's base salary shall take effect 3 months after the date of the transfer, except **as** provided in 4(c).

(c) (i) In the event that the demotion results in a salary reduction which exceeds 5% of the employee's existing **base** salary, the **total** reduction in salary will be effected by applying a series of reductions of 5% **of** the employee's base salary progressively with the first reduction taking place 3 months after the date of the demotion and further reductions taking place **at** 3 month intervals thereafter, until the total reduction in salary has **been** effected.

(ii) In the event that the demotion results from the employee being the successful applicant for, or requesting to be moved to a job in a lower salary class, the total amount of **salary** reduction resulting from demotion will be effective on the date of the demotion, except **as** provided in **4(c)(iii)**.

(iii) In the event that the demotion is for reasons of ill health, or if the employee had **been** advised that he/she was affected by a reduction of available work in his/her classification prior **to** being selected **as** the successful applicant for a job in a lower salary class, the total reduction in salary will be **effected** in accordance with section 4(b) and, if applicable, in accordance with section 4(c)(i).

(iv) In the event that an employee **is** transferred to a job in a higher salary class during the **period** when his/her salary is being progressively reduced as a result of

demotion, his/her salary will be adjusted to the salary that he/she would have received if he/she had been demoted directly from his/her former job to the job in the higher salary class.

(d) In the event that the demoted employee is subsequently promoted to a job in a higher salary class, the company may, at its discretion, increase the employee's base salary to the highest of

(i) the base salary he/she was receiving at the time he/she last worked on the job if the employee previously performed the job to which he/she is transferred, plus any general salary increases and transfers from cost-of-living allowance to base salary that he/she would have been entitled to had he/she remained on that job; or

(ii) in the case of promotion to a job in the same salary class as the job from which he/she was originally demoted or a lower salary class, a salary which provides the same percentage of salary differential to the job rate for the job to which he/she is promoted as his/her salary prior to demotion provided to the then existing job rate for the job from which he/she was demoted; or

(iii) in the case of promotion to a job in a higher salary class than the salary class for the job held prior to having been demoted to his/her present position, a salary calculated by adding the salary increase determined by applying the appropriate provision of paragraph 3 above to a salary which provides the same percentage of salary differential to the job rate for the job from which he/she was demoted as his/her salary prior to demotion provided to the then existing job rate for the job from which he/she was demoted; or

(iv) his/her present salary plus a salary increase equal to one normal salary increase for the new job class, provided that in no instance will the employee's base salary be less than the minimum or more than the maximum of the salary range for the new job class.

(e) The salary of an employee who has been on the inactive roll and who returns to work in a classification having the same salary class as the classification in which he/she was employed immediately prior to his/her absence shall be determined as follows:

(i) in the case of an employee who has been off work due to illness, the salary he/she was receiving when he/she last worked for the company, adjusted to compensate for general salary increases and transfers of cost-of-living allowance to base salary;

(ii) in the case of an employee who has been off work for some reason other than illness for a period not exceeding 12 months, the salary he/she was receiving when he/she last worked for the company, adjusted to compensate for general salary increases and transfers of cost-of-living allowance to base salary;

(iii) in the case of an employee who has been off work for some reason other than illness for a period exceeding 12 months, the salary he/she was receiving when he/she last worked for the company, adjusted to compensate for transfers of cost-of-living allowance to base salary, provided that his/her salary shall not be less than the minimum of the present salary range for the classification concerned.

(f) The salary of an employee who has been on the inactive roll and who returns to work in a classification having a different salary class from the classification in which he/she was employed immediately prior to his/her absence shall be determined as follows:

(i) in the case of an employee who has been off work due to illness, the salary he/she would have received if he/she had been transferred directly to the new job at the time when he/she last worked for the company, adjusted to compensate for general salary increases and transfers of cost-of-living allowance to base salary, the same as if he/she had remained on the active roll;

(ii) in the case of an employee who has been off work for some reason other than illness for a period not exceeding 12 months, the salary he/she would have received if he/she had **been** transferred directly to the new job at the time when he/she last worked for the company, adjusted to compensate for general salary increases and transfers of cost-of-living allowance to base salary, the same **as** if he/she had remained **on** the active roll;

(iii) in the case of an employee who has **been** off work for some reason other than illness for a period exceeding 12 months, the salary he/she would have received if he/she had been transferred directly **to** the new job at the time when he/she last worked for the company, adjusted to compensate for transfers of cost-of-living allowance to base salary, provided that his/her salary shall not be **less** than the minimum of the present salary range for the classification concerned.

(g) In cases where a **surplus** employee through placement is transferred to a job in a salary class which is higher than the salary class for the position previously performed, the employee will not be eligible for a promotional increase but will **be** transferred at a rate equal to the minimum rate of the new salary class, or at his/her existing rate whichever is the greater. **In** the latter instance the employee will be eligible for salary increases up to the applicable job rate commencing six months from the date of transfer or in the same manner that he/she would have had the transfer not been effected.

5. (a) An employee whose job is reclassified to a classification having a lower salary class shall retain his/her base salary as at the time of reclassification or shall receive the maximum rate for the new classification, whichever amount is the lesser.

(b) An employee whose job is reclassified to a classification having a higher salary class shall be dealt with in accordance with 3(a) or (b) **as** applicable and 3(c).

6. Except as otherwise specifically provided, an employee's salary will be adjusted on transfer so that it falls within the limits of the applicable salary range.

FORD OF CANADA
 Locals 240 & 1324 Bargaining Units
 Effective September **16, 1993**
 Salary Ranges

<i>Salary Class</i>	<i>Minimum</i>	<i>Job Rate</i>	<i>Maximum</i>	<i>Normal Salary Increment</i>
1	3,081.00	3,429.00	3,445.00	58.00
2	3,090.00	3,440.00	3,472.00	58.00
3	3,108.00	3,462.00	3,514.00	59.00
4	3,149.00	3,513.00	3,588.00	61.00
5	3,179.00	3,551.00	3,628.00	62.00
6	3,231.00	3,617.00	3,709.00	64.00
7	3,266.00	3,661.00	3,774.00	66.00
8	3,340.00	3,753.00	3,890.00	59.00
9	3,403.00	3,831.00	3,990.00	61.00
10	3,565.00	4,033.00	4,219.00	67.00
11	3,876.00	4,358.00	4,566.00	69.00
12	3,975.00	4,482.00	4,759.00	72.00

NOTE Above ranges do not include COLA

FORD OF CANADA
Locals 240 & 1324 Bargaining Units
Effective September 16, 1994
Salary Ranges

<i>Salary Class</i>	<i>Minimum</i>	<i>Job Rate</i>	<i>Maximum</i>	<i>Normal Salary Increment</i>
1	3,128.00	3,481.00	3,497.00	59.00
2	3,137.00	3,492.00	3,524.00	59.00
3	3,154.00	3,514.00	3,566.00	60.00
4	3,196.00	3,565.00	3,642.00	62.00
5	3,227.00	3,604.00	3,682.00	63.00
6	3,280.00	3,671.00	3,764.00	65.00
7	3,315.00	3,716.00	3,830.00	67.00
8	3,390.00	3,810.00	3,949.00	60.00
9	3,454.00	3,888.00	4,050.00	62.00
10	3,618.00	4,093.00	4,282.00	68.00
11	3,951.00	4,441.00	4,652.00	70.00
12	4,052.00	4,566.00	4,848.00	74.00

NOTE Above ranges do not include COLA

FORD OF CANADA
Locals 240 & 1324 Bargaining Units
Effective September 16, 1995
Salary Ranges

<i>Salary Class</i>	<i>Minimum</i>	<i>Job Rate</i>	<i>Maximum</i>	<i>Normal Salary Increment</i>
1	3,159.00	3,515.00	3,532.00	59.00
2	3,168.00	3,527.00	3,559.00	60.00
3	3,186.00	3,549.00	3,602.00	60.00
4	3,228.00	3,601.00	3,678.00	62.00
5	3,259.00	3,640.00	3,719.00	63.00
6	3,312.00	3,708.00	3,802.00	66.00
7	3,348.00	3,753.00	3,869.00	67.00
8	3,424.00	3,848.00	3,988.00	60.00
9	3,488.00	3,927.00	4,090.00	63.00
10	3,654.00	4,134.00	4,325.00	69.00
11	4,008.00	4,503.00	4,716.00	71.00
12	4,110.00	4,629.00	4,914.00	74.00

NOTE Above ranges *do not include* COLA

**SUPPLEMENTAL AGREEMENT
CONCERNING CAW-FORD
LEGAL SERVICES PLAN**

Agreement made at Toronto, Ontario this **October 18, 1993**

BETWEEN:

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

AND:

LOCAL 240 OF NATIONAL AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPL-
EMENT WORKERS UNION OF CANADA
(CAW-CANADA) hereinafter called the "union
local".

WHEREAS Exhibit H to the Collective Agreement dated October **18, 1993** between the company and National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada), herein called the "union", provides that the CAW-Ford Legal Services Plan shall be applicable to employees within any other bargaining unit for which the union or one of its locals is the certified bargaining agent when such certified bargaining agent signs an agreement with the company making the said Plan applicable to such employees:

AND **WHEREAS** the union local is the certified bargaining agent for the company's employees within the bargaining unit represented by the union local;

AND **WHEREAS** the parties hereto desire to apply the said Plan to such employees within that bargaining unit:

NOW THEREFORE the parties agree that:

Effective as of October **18, 1993** the said Plan shall become applicable **to** the employees of the company for whom the union local is the certified bargaining agent.

IN WITNESS WHEREOF the parties have hereunto signed.

FORD **MOTOR** COMPANY OF CANADA, Limited

By:

LOCAL 240 OF NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS **UNION** OF CANADA (CAW-CANADA).

By:

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