from AGREEMENT between



Ford Motor Company Of Canada, Limited

And



National Union, Unifor

September 28, 2020

Provision Relating Specifically to Employees in Skilled Trades

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EXPLANATORY NOTE

This is a compilation of extracts from the Agreement between Ford Motor Company of Canada, Limited and National Union Unifor, dated **September 28, 2020** covering employees in the bargaining units represented by Local 200 (Windsor), Local 584 (Bramalea), Local 707 (Oakville) and Local 1087 **(Edmonton - Leduc)**. Those terms of the Agreement which specifically relate to skilled trades employees are set out. The compilation is provided for general information and convenience only. All rights, duties, obligations and administrative procedures are governed by the Agreement itself. Any one of the provisions set out here may be affected by general provisions which are part of the Agreement and, consequently, reference to the Agreement must be made in every case.

ARTICLE 1 DEFINITIONS

- **1.01** Except where otherwise expressly stated in this agreement:
- "Apprentice" shall mean a person who is engaged in learning or assisting in the trade to which he/she has been assigned under the standards of apprenticeship and who is covered by a written agreement or contract with the company providing for his/her training in accordance with the standards of apprenticeship and who is registered with the registration agency.
- "Journeyman/woman" shall mean a person who:
 - on the effective date of this agreement was employed by the company in one of the trades listed in appendix 'F', or appendix 'H';
 - 2. has satisfactorily completed an apprenticeship training course in the trade concerned; or
 - 3. at the date of entry into the trade concerned meets one of the above requirements, or can establish that he/she has worked in the trade concerned at least four (4) years longer than the time required for an apprentice to complete his/her training course for "journeyman/woman" status.

ARTICLE 3 RESERVATIONS TO MANAGEMENT

- **3.04 (a)** It is the policy of the company that employees of an outside contractor will not be utilized in a plant or parts distribution centre covered by this agreement to replace seniority employees on production assembly or manufacturing work, warehousing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of company-owned machines, tools or equipment maintained by company employees.
- **(b)** This policy will not affect the right of the company to continue arrangements currently in effect; nor will it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.
- (c) It is the policy of the company to fully utilize its seniority employees in the skilled trades (Appendix F and H) in the performance of maintenance and trades work, in accordance with its letter to the union of April 23, 1968. It is the company policy in all cases, except where time and circumstances prevent it, to have advance discussion with local union representatives and/or skilled trades representatives as may be applicable prior to letting such a contract. In this discussion local management is expected to review its plans or prospects for letting a particular contract. The local union representatives and/or skilled trades representatives should be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower. etc.) why management is contemplating contracting out the work. At such times, company representatives are expected to afford the union an opportunity to comment on the company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.
- (d) In no event will any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

ARTICLE 10 REPRESENTATION

- **10.17 (a)** Local 200 may appoint and the company shall recognize a skilled trades chairperson who shall be a member of the local negotiating committee and serve both of the plants. The skilled trades chairperson shall be permitted full-time for the performance of his/her duties as such.
- **(b)** The skilled trades chairperson shall be assigned to the day shift and shall work the hours of the day shift whenever any employees in any of the trades listed in appendix 'F' assigned to either of the plants are scheduled to work such shift. In addition, he/she shall be entitled to be at work whenever employees on the day shift in any of the trades listed in appendix 'F' are required to work overtime or extra time on such shift. He/she shall be responsible to the plant manager of the plant in which he/she is employed, or his/her nominee.
- **10.22 (c)** The company agrees to make available a conference room equipped with a desk and telephone for the use of any employee who for the time being may be the skilled trades chairperson at the Windsor plants.
- 10.27 (a) Local 707 may appoint and the company shall recognize a skilled trades chairperson who shall be a member of the local negotiating committee. The skilled trades chairperson will be in addition to the number of committeepersons provided by section 10.25 of the agreement and shall be permitted full-time for the performance of his/her duties as such. The skilled trades chairperson shall be assigned to the day shift and shall work the hours of the day shift whenever any Oakville employees employed in the trades listed in Appendix H are scheduled to work the day shift. He/she shall also be entitled to be at work whenever Oakville employees on the day shift employed in the trades listed in Appendix H are required to work overtime or extra time on such shift. He/she will be responsible to the Human Resources Manager or his/her nominee.
- **(b)** Three (3) additional full-time stewards will represent Oakville skilled trades employees, one (1) each on the No. 1, No. 2 and No. 3 shifts. A skilled trades steward shall be entitled to work overtime whenever one (1) or more of his/her constituents is called upon for overtime work on his/her shift. In the event of a shift elimination, one (1) skilled trades committeeperson per eliminated shift will be reduced.
- 10.54 (b) -- Not in Use --

ARTICLE 11 GENERAL GRIEVANCE PROCEDURE

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

ARTICLE 13 CONFERENCE

13.03 Conferences between representatives of the appropriate local at Windsor and Oakville and company representatives shall be held from time to time at the request of either party for the purpose of discussing the work of skilled tradespersons. At such conferences the local shall be represented by the skilled trades chairperson and two (2) in-plant representatives and the company representatives shall include one (1) member who is familiar with the work of skilled tradespersons.

ARTICLE 15 SENIORITY

- **15.04 (b)** A Windsor employee who on the effective date of this agreement is employed in a trade listed in appendix 'F' shall have the seniority which he/she had attained in that trade as of that date.
- (c) Except as provided in section 17.02, in the event that an employee whose date of seniority has been determined in accordance with section 15.04(b) elects to leave his/her employment in the trade concerned and transfer to other employment with the company, he/she shall thereupon forfeit all seniority rights in such trade.
- (d) Subject to the provisions of section 15.03 and 15.04 (a) and (e), a Windsor employee who was not employed in a trade listed in appendix 'F' as of the effective date of this agreement, but who is thereafter employed in a trade listed in appendix 'F' shall be

entitled to have his/her name placed on the seniority list of the classification of the trade in which he/she is employed as of the date of commencement of his/her employment in such trade.

- **(e)** Upon completion of his/her apprenticeship **and upon providing a Certificate of Qualification (C of Q) to the company**, an apprentice shall be given seniority equal to the calendar days subsequent to his/her last hiring date as an apprentice and prior to the date of completion of his/her apprenticeship.
- **15.06 (b)** Seniority lists for each of the trades listed in appendix 'F' shall be maintained at all times by the company, and shall be made available to any steward for inspection to the extent reasonably necessary for such steward to ascertain the seniority status of an employee employed within the jurisdiction of such steward.
- (d) The master seniority record showing the seniority status of each Windsor employee will be available in the human resources office where it may be inspected by the president of local 200 or the skilled trades chairperson or any Windsor plant chairperson for purposes pertaining to their respective duties as such.

15.17 In respect of Windsor employees:

- (a) In the event of a reduction of available work in one of the classifications listed in appendix 'F', the employee in such classification having the least amount of seniority shall, consistent with his/her seniority, be moved or transferred to an equally-paid classification or to the next lower paid classification in the trade concerned, if able and willing to perform the work required of him/her, and shall thereupon be entitled to have his/her name placed upon the seniority list of the classification to which he/she is so moved or transferred.
- (b) In the event that such reduction results in the layoff of an employee, such layoff shall be made in accordance with section 15.18 of this agreement, provided that if the employee to be laid off is one whose seniority has been reduced in accordance with the provisions of section 15.04(d) he/she may elect either to be laid off and retain his/her seniority in the trade or to be transferred to a classification other than one of the classifications in one of the trades listed in appendix 'F', and if so transferred the other seniority provisions contained in this agreement shall apply. If an employee elects to be so transferred, he/she shall thereupon forfeit all seniority rights in any of the trades listed in appendix 'F'. Once an employee has so elected he/she shall not again have this right of election should he/she return to the skilled trades.

15.18 In respect of Windsor employees:

- (a) If it appears to the company that a layoff affecting employees in a classification in a trade listed in appendix 'F' will not exceed three (3) working days (a temporary layoff), then the employees affected shall be laid off, in accordance with their seniority within such classification in each department concerned, provided the employees retained at work are able and willing to perform the work required of them. This provision shall not be used for the purpose of avoiding trade-wide layoffs by scheduling a series of layoffs under this provision.
- (b) If it appears to the company that a layoff affecting employees in a trade listed in appendix 'F' will exceed three (3) working days but not exceed seven (7) calendar days (a temporary layoff), then the company shall offer an inverse layoff opportunity in the plant concerned, provided the employees retained at work are able and willing to perform the work required of them. This provision shall not be used for the purpose of avoiding trade-wide layoffs by scheduling a series of layoffs under this provision.
- (c) If it appears to the company that a layoff affecting employees in a trade listed in appendix 'F' will exceed a seven (7) calendar day period (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority in the trade concerned, provided the employees retained at work are willing and able to perform the work required of them.
- (d) In respect of Windsor employees employed on the operations scheduled as continuous seven (7) day operations as listed in appendix 'I', during a temporary layoff which appears to the company to be one which will not exceed three (3) working days, the selection of employees to work shall be made in accordance with the requirements of section 15.18 except that those employees who are on their regular scheduled days off will not be considered in selecting employees to work on those days.
- **(e)** In respect of Windsor employees employed on the operations scheduled as continuous seven (7) day operations as listed in appendix 'I', during a temporary layoff which appears to the company to be one which will not exceed **seven (7) calendar** working days, the selection of employees to work shall be made in accordance with the requirements of section 15.18 except that those employees who are on their regular scheduled days off will not be considered in selecting employees to work on those days.

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

If an apprentice satisfactorily completes his/her apprenticeship training, provides a Certificate of Qualification (C of Q) to the company, and is able and willing to do the work in his/her trade that is being done by temporary additional help, then it is agreed that such temporary additional help is no longer required.

- **15.20 (a)** When the company considers it necessary to increase the number of employees in a trade, former employees who had attained seniority in such trade prior to being laid off in accordance with a trade-wide seniority adjustment shall be recalled in accordance with their seniority in the trade concerned provided they are able and willing to perform the work required of them.
- **(b)** In the event that an increase in the number of employees in a trade occurs because of the absence of a regular employee for vacation period and while there are employees on layoff in the trade, the requirements shall be regarded as vacation replacement opportunities. In filling vacation replacement opportunities the following procedure will be used:

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

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

section 15.20(a) whether on layoff or recalled for a temporary period.

- **15.23 (b)** An Oakville employee who on the effective date of this agreement is employed in a trade listed in appendix 'H' shall have the seniority which he/she had attained in that trade as of that date.
- (c) Except as provided in section 17.07, in the event that an employee whose date of seniority has been determined in accordance with section 15.23(b) elects to leave his/her employment in the trade concerned and transfer to other employment with the company, he/she shall thereupon forfeit all seniority rights in such trade.
- (d) Subject to sections 15.22 and 15.23(a), an Oakville employee who was not employed in a trade listed in appendix 'H' as of the effective date of this agreement but who is thereafter employed in a trade listed in appendix 'H' shall be entitled to have his/her name placed on the seniority list of the trade in which he/she is employed as of the date of commencement of his/her employment in such trade.
- (e) Upon completion of his/her apprenticeship and upon providing a Certificate of Qualification (C of Q) to the company, an apprentice shall be given seniority equal to the calendar days subsequent to his/her last hiring date as an apprentice and prior to the date of completion of his/her apprenticeship.
- **15.25 (b)** Seniority lists for each of the trades listed in appendix 'H' shall be maintained at all times by the company, and shall be made available to any steward for inspection to the extent reasonably necessary for such steward to ascertain the seniority status of an employee employed within the jurisdiction of such steward.
- (d) The master seniority record showing the seniority status of each Oakville employee will be available in the industrial relations department where it may be inspected by the president of local 707 or the skilled trades chairperson or any Oakville plant chairperson for purposes pertaining to their respective duties as such.

15.36 In respect of Oakville employees:

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

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

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

15.37 In respect of Oakville employees:

- (a) If it appears to the company that a layoff affecting employees in a classification in a trade listed in appendix 'H' will not exceed three (3) working days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within such classification in each department concerned, provided the employees retained at work are able and willing to perform the work required of them. This provision shall not be used for the purpose of avoiding trade-wide layoffs by scheduling a series of layoffs under this provision.
- **(b)** If it appears to the company that a layoff affecting employees in a trade listed in appendix 'H' will exceed three (3) working days (an indefinite layoff), then the employees affected shall be laid off in accordance with their seniority in the trade concerned, provided the employees retained at work are able and willing to perform the work required of them.
- **(c)** Notwithstanding the provisions of section 15.36, an employee who is employed as a journeyman/ woman in a trade shall not be subject to being reclassified as an apprentice in such trade.
- (d) In the event of an interruption of work employees employed in the classifications listed in appendix 'H' whose work is interrupted thereby may be laid off without regard to seniority for the balance of the shift during which the interruption occurred and for the whole of one shift on the following day. If more than one (1) shift per day is being worked then employees employed in the classifications listed in appendix 'H' whose work is interrupted by an interruption of work on an earlier shift in that day may be laid off without regard to seniority for the shift which he/ she would have

worked on the day of the interruption and for one (1) shift on the following day.

- 15.38 In the event that temporary additional help is required in any of the classifications listed in appendix 'H', then provided no employee is entitled to be recalled under section 15.39(a), an employee employed in a classification other than one of the classifications listed in appendix 'H' may be called upon by the company to perform work in any classification listed in appendix 'H', provided that selection shall be made in accordance with paragraph 3(d), (e) and (f) of Exhibit B (Oakville) and when such help is no longer required, the employee concerned shall, consistent with his/ her seniority, be returned to the operation upon which he/ she was employed immediately prior to being called upon to perform work in one of the classifications listed in appendix 'H'.
- **15.39 (a)** When the company considers it necessary to increase the number of employees in a trade, former employees who had attained seniority in such trade prior to being laid off in accordance with a trade-wide seniority adjustment, shall be recalled in accordance with their seniority in the trade concerned provided they are able and willing to perform the work required of them.
- **(b)** In the event that an increase in the number of employees in a trade occurs because of the absence of a regular employee for vacation period and while there are employees on layoff in the trade the requirements shall be regarded as vacation replacement opportunities. In filling vacation replacement opportunities the following procedure will be used:

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

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

section 15.39(a) whether on layoff or recalled for a temporary period.

(Sections 15.74 - 15.89 inclusive) -- Not in Use --

ARTICLE 17 TRANSFERS, DEMOTIONS, PROMOTIONS

- 17.02 (a) In event of a demotion initiated by the company, a supervisor who was, at the time he/she was promoted to a supervisory position, employed one of the respective bargaining units as defined in Article 1 in a trade listed in appendix 'F' or 'H' may, at any time, consistent with his/her accumulated seniority, be transferred to the classification in the trade in which he/she was employed at the time of his/her promotion provided that no employee presently employed in a trade listed in appendix 'F' or 'H' is laid off as a direct result of such transfer. Upon such transfer he/she shall be placed upon the seniority lists in the trade concerned in accordance with his/her accumulated seniority.
- (b) A person other than a supervisor who is excluded from the bargaining unit and who was previously employed in one of the respective bargaining units as defined in Article 1 in a trade listed in appendix 'F' or 'H' may, within twenty-four (24) months of being promoted, consistent with his/her accumulated seniority, be transferred to the classification in the trade in which he/she was employed at the time of his/her promotion provided that such transfer is initiated by the company and provided that no employee presently employed in the bargaining unit is laid off as a direct result of such transfer. Upon such transfer he/she shall be placed upon the seniority lists in the trade concerned in accordance with his/her accumulated seniority.
- **(c)** For the purposes of this section 17.02, accumulated seniority means the seniority **from the date of hire** in a trade listed in appendix 'F' **or** 'H' **to the date of promotion**.
- **17.03** In respect of Windsor employees except as otherwise provided in this agreement:
- **(c)** In the event of a transfer from one department to another affecting employees in one of the classifications listed in appendix 'F', the employee to be transferred shall be the junior employee in such classification in the department concerned who is able satisfactorily to perform the work required of him/her in the new department, unless:

- (i) the transfer is made at the request of the employee, or
- (ii) the employee has failed satisfactorily to perform the work required of him/her.
- (d) If an employee be transferred from one of the trades listed in appendix 'F' in one department to the same trade in another department he/she shall incur no loss of seniority.
- 17.07 (a) When an Oakville employee completes one (1) year of continuous service in a department this department will be known as his/her base department and will remain as such until he/she completes one (1) year of continuous service in another department at which time the latter will supersede the former as his/her base department, and if such employee be transferred from his/her base department at other than his/her own request, unless such transfer is the result of his/her failure satisfactorily to perform the work required of him, he/she shall be transferred, notwithstanding the provisions of section 17.06 (a) and (c), to an opening occurring in his/her base department within a period of twelve (12) months from the date of his/her transfer therefrom, subject to his/her being able satisfactorily to perform the work required of him.
- (b) For the purposes of section 17.07 (a), if an employee, while he/she is on transfer from his/her base department at other than his/her own request, shall have applied for and been appointed to fill a vacancy which has been advertised under the provisions of paragraph 3(c)(i) or 5(b) of Exhibit B (Oakville) then he/she shall be considered to have transferred from his/her base department at his/her own request and accordingly shall have no base department until he/she shall have completed one (1) year of continuous service in a department commencing after the date on which he/she was so transferred out of his/her base department at other than his/her own request.
- (c) An employee who has been or is working in a department other than his/her base department, as defined in section 17.07, may notify the company that he/she does not wish to be transferred to his/her base department in accordance with sections 15.34 (b) (ii) or 17.07. In such a case, the employee will not be transferred to his/her base department, provided such notification is received by the company not less than fourteen (14) days prior to an opening occurring in his/her base department to which he/she otherwise would have been transferred.
- **17.08** Provisions for the posting of openings at Oakville are set out in Exhibit B (Oakville).

(Sections 17.20 - 17.21 inclusive) -- Not in Use --

ARTICLE 19 ABOLITION OF JOBS

- **19.02** If a job being performed by a Windsor employee employed in any of the trades listed in appendix 'F' is abolished, then the employee who, at the date of abolition, is regularly employed in such job may exercise his/her seniority within the trade concerned for the purpose of obtaining another job therein.
- **19.03** If a job being performed by an Oakville employee employed in any of the trades listed in appendix 'H' is abolished, then the employee who, at the date of abolition, is regularly employed in such job may exercise his/her seniority within the trade concerned for the purpose of obtaining another job therein.

19.04 -- Not in Use -

ARTICLE 20 HOURS OF WORK AND OVERTIME, ETC.

20.09 When reasonably possible, the company shall give twenty-four (24) hours' notice of overtime to employees. Such notice shall also be given to the committeeperson representing the employees concerned, or in the case of Windsor and Oakville employees to the steward concerned, or in the case of employees employed in one of the classifications listed in appendix **'F' or 'H'** to the **respective** skilled trades chairperson, provided he/she is then at work, and whenever it is reasonably possible to do so, he/she shall be notified before the employees concerned.

ARTICLE 36 SKILLED TRADES WORK ASSIGNMENTS

36.01 It is the policy of the company to assign work between skilled tradespersons in conformity with the principles set forth in a more detailed statement of this policy which is made exhibit I hereof and a part of this agreement. It is not intended that this statement shall place any added limitation on the company's right

of assignment, nor that lines of demarcation shall arise as the result of resolving skilled trades job assignment disputes.

- 36.02 (a) It is agreed that an appropriate local and local management may undertake to identify skilled work assignment practices pertaining to the skilled apprenticeable trades within the plant with the objective of establishing mutually acceptable guidelines for skilled trades work. Such guidelines shall recognize that assignments vary from plant to plant, between shifts within a plant, that the same assignment may be made to more than one trade and such guidelines are not intended to confer exclusive rights not otherwise recognized to one trade. Upon the request of the appropriate skilled trades chairperson to the local president, local plant management will meet to establish the procedure for implementation of this provision. It is expected that the local president will prepare and submit for consideration a description of the practices over which agreement is being sought. Upon submission thereof the parties may conduct joint or independent investigations of the practices involved.
- **(b)** For the purposes of this section 36.02, "apprenticeable trades" shall mean the skilled trades listed in appendix 'G'.
- **36.03** It shall not be a function of the appropriate local union or local management under this provision to change or modify assignment practices even in the case of a mixed practice. Rather, the parties shall identify practices which meet the criteria for past practice set forth in exhibit I hereof and practices so defined and agreed upon shall serve as guides for skilled trades work assignments.
- **36.04** The defined practices shall be reduced to writing and shall be subject to the approval of the international union and the central labour relations staff of the company.
- **36.05** In the event the parties locally are unable to agree upon the definition of a skilled work assignment practice, the issue may be appealed by either party to the national union and the central labour relations staff of the company.
- **36.06** In the event the issue has not been resolved by the parties in section 36.05 within thirty (30) days from the date of appeal either party may submit the issue to the umpire at step three of the general grievance procedure. In such a case the umpire shall be empowered only to define the work assignment practice at issue at the location involved based upon the criteria

discussed above and this determination shall be final and binding upon the parties.

- **36.07** It is recognized that it is in the mutual interest of both parties to maintain efficiency in the utilization of the skilled work force. Consequently, such guidelines shall not require the adoption of classifications not presently utilized at the plant; will not result in increased idle time, make work assignments, added manpower, change present ground rules governing claims for back pay, or affect the right of the company to determine skilled manpower needs for each trade on each shift.
- **36.08** It is understood that any definition of skilled trades work assignment guidelines shall be subordinate to the provisions of this agreement.
- **36.09** In the event a new apprenticeable trade is established in a plant the parties locally shall be authorized to identify mutually acceptable guidelines for skilled work assignments pertaining to that trade subject to the approval of the **Ford of Canada/Unifor Master Skilled Trades Committee**.

APPENDIX F (WINDSOR)

Each trade comprises the classifications listed thereunder:

Automobile Mechanic Trade:

Automobile mechanic - leader

Automobile mechanic - journeyperson

Apprentice

Electrical Trade:

Electrician - leader

Electrician - journeyperson

Apprentice

Painter and Glazier Trade:

Painter and glazier - leader

Painter and glazier - journeyperson

Millwright Trade: Industrial Mechanic Millwright (IMM)

Millwright - leader

Millwright - journeyperson

Apprentice

Sheet Metal Trade:

Sheet metal - leader

Sheet metal - journeyperson

Apprentice

Stationary Engineer Trade:

Compression equipment engineer

Powerhouse operator - special relief

Powerhouse operator

Stationary engineer

Stationary Engineer – Leader

Shift Stationary Engineer

Steamfitter and Plumber Trade:

Steamfitter and plumber - leader

Steamfitter and plumber - journeyperson

Apprentice

Tool and Die Trade:

Tool and **Die** - leader

Tool and **Diemaker - journeyperson**

Apprentice

Welder - Maintenance Trade:

Welder - maintenance - high pressure combination

Welder - combination - maintenance

Welder - maintenance - journeyperson

Apprentice

APPENDIX G APPRENTICEABLE TRADES

Automobile Mechanic Trade

Electrical Trade

Millwright Trade

Industrial Mechanic Millwright (IMM)

Steamfitter and Plumber Trade

Sheet Metal Trade

Stationary Engineer Trade

Tool and Die Trade

APPENDIX H (OAKVILLE)

Each trade comprises the classifications listed thereunder:

Automobile Mechanic Trade:

Automobile mechanic - leader

Automobile mechanic - journeyperson

Industrial Lift Truck and Tow Tractor Repairperson

Industrial Lift Truck and Tow Tractor Repairperson – leader

Apprentice

Carpenter Trade:

Carpenter - leader

Carpenter - journeyperson

Electrical Trade:

Electrical welder repair technician - leader

Electrical welder repair technician

Electrical technician

Electrician - leader

Electrician - journeyperson

Apprentice

Hoisting Engineer Trade:

Hoisting engineer

Millwright Trade:

Millwright - leader

Millwright - journeyperson

Apprentice

Painter and Glazier Trade:

Painter and glazier - leader

Painter and glazier - journeyperson

Sign painter

Sheet Metal Trade:

Sheet metal - journeyperson

Steamfitter and Plumber Trade:

Steamfitter and plumber - leader

Heating and ventilating technician

Steamfitter and plumber – journeyperson

Apprentice

Tool and Die Trade:

Tool and **Diemaker** - leader

Tool and **Diemaker - journeyperson**

Tool inspector

Toolmaker plate layout inspector

Machine repair – journeyperson

Apprentice

Welder Maintenance Trade:

Welder - maintenance - combination

APPENDIX I CONTINUOUS 7-DAY OPERATIONS

Continuous seven (7) day operations comprise the operations per formed by:

Powerhouse operators

Powerhouse operators - special relief

Stationary engineers

APPENDIX J APPRENTICESHIP PLAN - MODIFICATION

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the company and the union. The standards and their application will be under the supervision of the Ford of Canada – Unifor Master Skilled Trades Committee and the Local Joint Apprenticeship Committee representing the union and the company at the location concerned:

1. Definitions within these standards:

- (a) "Registration Agency" shall mean the registration agency established by the Ontario Ministry of Labour, Training and Skills Development or designated by the Ministry or Minister to be responsible for apprenticeship programs and the registration of skilled trades and apprenticeships, including the issuance of credentials and certificates, oversight of the compliance framework, and maintaining a public register of certified journeypersons, anticipated to be the Registrar of Skilled Trades and Apprenticeships.
- **(b)** "Apprenticeship Agreement" shall mean a written agreement or contract between the company and the person employed as an apprentice, and if he/she is a minor, his/her parents or guardian, which agreement or contract shall be approved by the secretary of a local Joint Apprenticeship Committee and registered with the registration agency.
- (c) "Apprentice" shall mean a person who is engaged in learning or assisting in the trade to which he/she has been assigned under these standards of apprenticeship and who is covered by an Apprenticeship Agreement providing for his/her training in accordance with these standards of apprenticeship and who is registered with the registration agency.
- (d) "Master Skilled Trades Committee" shall mean the Ford of Canada Unifor Master Skilled Trades Committee.
- **(e)** "Joint Apprenticeship Committee" shall mean a Local Joint Apprenticeship Committee organized under these standards of apprenticeship.
- **(f)** "Supervisor", or his/her designated representative at each plant, shall mean the person employed by the company assigned the responsibility of performing the duties outlined in these standards of apprenticeship.
- (g) "Standards of Apprenticeship", also referred to as "these standards", shall mean this entire Apprenticeship Plan, including these definitions.

2. Apprenticeship Plan Description

The Apprenticeship Plan shall be known as the Ford of Canada / Unifor Apprenticeship Plan. The Apprenticeship Plan shall provide for training in apprenticeable skilled trades occupations identified in Appendix 'G' or as designated from time to time by the Joint Apprenticeship Committee as appropriate for inclusion in the Apprenticeship Plan at that location to support Ford of Canada's operations.

3. Requirement for Certificate of Qualification

An apprentice will be required to obtain a Certificate of Qualification (CofQ) within ninety (90) days of successful completion of the Apprenticeship Plan. This expectation will be communicated to all applicants prior to acceptance and entry to the Apprenticeship Plan.

4. Master Skilled Trade Committee Governance

The Master Skilled Trade Committee is to be comprised of a representatives from the Unifor National Union, the Skilled Trades Chairpersons of Unifor Local 200 and Local 707, and three (3) representatives of Human Resources and/or leadership from Ford of Canada locations, with equal representation by the company and the union.

The Master Skilled Trade Committee will:

- (a) Provide governance for the standardized administration of the Apprenticeship Plan at each facility;
- (b) Determine Apprenticeship Plan staffing requirements based on operational needs and workforce staffing forecasts;
- (c) Support development of the application, selection and orientation processes for entrants to the Apprenticeship Plan;
- (d) Address matters arising from the administration of this Appendix or concerns presented by a Joint Apprenticeship Committee; and
- (e) Provide recommendations to the Joint Apprenticeship Committees on

5. Joint Apprenticeship Committee

A Joint Apprenticeship Committee will be established where apprentices are deployed at Oakville Assembly Complex and Windsor Operations.

Each committee shall consist of up to six **(6)** members, with equal representation appointed by the company and the union. From among these members, the chairperson will be appointed by the company and the **co-chairperson** will be appointed by the

appropriate local. The committee will meet at least once a month or on call of the chairperson or co-chairperson. The co-chairperson and the other two (2) other committee members appointed by the union will be journeypersons.

It is understood between the parties that elected union representatives and members of the labour relations department of the company are not eligible to be members of the committee. A member of a committee shall, upon properly reporting to his/her supervisor when it becomes necessary to leave his/her job, be accorded the privilege of leaving his/her work to promptly perform specific duly authorized duties, hereinafter listed, of the committee without loss of time, on the understanding that this privilege will not be abused and that each will continue to work at assigned jobs at all times not required for the performance of such duties. Each committee member will report to an apprentice employee's supervisor before contacting such employee in the performance of his/her duties.

The Joint Apprenticeship Committee will:

- (a) Provide input to the Master Skilled Trades Committee regarding the Apprenticeship Plan including the progress and assignments of apprentices.
- **(b)** To interview and evaluate applicants for apprenticeship.
- (c) Through structured assessment tools, as approved by Human Resources Manager, provide recommendation for acceptance or rejection applicants for apprenticeship after preliminary examination by the company, and to maintain a list of eligible applicants. This list will not be maintained for longer the duration of the collective agreement.
- (d) Communicate the responsibilities and obligations of the apprentice for the successful completion of the Apprenticeship Plan.
- (e) Review training, progress and work schedules of each apprentice on a regular basis.
- (f) Confer on matters arising from the Apprenticeship Plan and to take appropriate steps to resolve including referral to Human Resources.
- (g) Guide an apprentice and address any performance deficiencies or failure to perform or adhere to standards of work expectations.
- (h) Offer constructive suggestions for the improvement of the Apprenticeship Plan including referral of any matter to the Master Skilled Trades Committee that is not satisfactorily resolved by the Committee.
- (i) Formulate schedules of work experience for all future apprenticeable trades.

- **(j) Hear** and decide on all questions involving the apprentices under these standards which relate to their apprenticeship.
- **(k) Certify** the names of graduate apprentices to the registration agency and recommend that a certificate of completion of apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship as established herein.
- (I) Be responsible, in general, for the successful operation of the Apprenticeship Plan in the company's plant or plants concerned and the successful completion of the apprenticeship by the apprentices under these standards.

6. Application Process

A notice announcing openings in the apprenticeship program will be posted in the plants and in the community. Applications for apprenticeship will be received by the human resources department of the company and after consideration and investigation by the human resources department, the applications will be reviewed by the Committee for acceptance or rejection.

Applicants must provide documentation that indicates they are educated to the standards of Grade XII and must show aptitude for one of the skilled trades being taught. Applicants shall then satisfactorily pass the required Apprentice Selection Test Battery. This test will not be administered more often than once every two (2) years.

The parties recognize their mutual responsibility to foster the principles of employment equity in the workplace and agree that a focused effort is required to ensure apprentice populations are representative of the communities in which the company operates. In this regard, the Joint Apprenticeship Committee will ensure that an appropriate number of apprenticeship openings will be reserved for members of designated groups as prescribed by applicable **employment equity legislation**. Should a sufficient number of qualified designated group members not be available within the bargaining unit, selection will be made from external applicants.

Employees of the company who are currently employed in a trade listed in Appendix 'F', 'H', or 'J' may not apply to be candidates for the Apprenticeship Plan unless the trade in which they are employed is discontinued.

7. Selection

Apprentices shall be selected for the Apprenticeship Plan in accordance with the Ford of Canada – Unifor Apprenticeship application and selection procedure, including the following:

- (a) All applicants must meet the employment requirements for hourly employees as determined by the company, including the requirements for the applicable skilled trade occupation, and must satisfactorily pass any evaluation and interviews conducted by the Human Resources department or designate organization.
- (b) The acceptance or rejection of applications for apprenticeship shall be governed by the standards and policies of the company and this Appendix. Recommendations of the Joint Apprenticeship Committee shall be reviewed by the Human Resources department to determine acceptance or rejection of such applications. The acceptance or rejection of applications for apprenticeship will not be subject to grievance under the grievance procedure provided in Article 11 of the collective agreement.

8. Training

For each skilled trade and skill set established by the Registration Agency or applicable legislation, the Registration Agency shall establish an apprenticeship program, which may include on-the-job training standards, inclass curriculum standards, examinations and other requirements. The Apprenticeship Plan will vary by skilled trade and will include the training requirements for the specific skilled trade as determined by the Registration Agency and as required under applicable legislation.

The schedule of work for an apprentice shall be otherwise adhered to unless changes to local business conditions or regulatory provisions warrant an adjustment to the Apprenticeship Plan. The Master Skilled Trades committee shall be responsible for approving such adjustments. The Apprenticeship Plan will normally provide for a training period of approximately eight thousand and forty (8,040) hours for the mechanical trades of which seven thousand two hundred and eighty (7,280) hours of shop experience and seven hundred and sixty (760) hours of classroom related training including forty (40) hours of C of Q exam prep. The Apprenticeship Plan will normally provide for a training period of approximately nine thousand and forty (9,040) hours for the electrical trade of which eight thousand one hundred and sixty (8,160) hours of shop experience and eight hundred and eighty (880) hours of classroom related training including forty (40) hours of C of Q exam prep. An Apprentice will receive single time credit for all actual hours worked for the purpose of wage progression.

An apprentice will be required during the period of his/her apprenticeship to successfully complete an Apprenticeship Plan for the skilled trade occupation and will be trained in accordance with the in-plant schedule of on-the-job shop training. The required academic training and classroom training at a local educational institution will be prepared by the company and reviewed and approved by all members of the Joint Apprenticeship Committee and, after such approval, will become a part of the Apprenticeship Plan. Satisfactory attendance at the company and completion of the Apprenticeship Plan, including the hours required to be worked as an apprentice, to the satisfaction of the company is required to qualify for completion of the Apprenticeship Plan.

An apprentice will receive credit for all hours worked for the purposes of wage progression. All overtime hours worked during the Apprenticeship Plan will be counted as hours worked and applied against the total hours required for the Apprenticeship Plan, and credited at straight time, except where in the opinion of the Joint Apprenticeship Committee, an apprentice is working excessive overtime hours, such that such hours will unduly shorten the length of the training program and/or may be adversely affecting performance. In that case, the Joint Apprenticeship Committee may limit the crediting of such overtime hours toward the schedule of accrued hours within the Apprenticeship Plan. Where the apprentice has worked probationary hours at the company related to the same skilled trades classification prior to acceptance as an apprentice, such hours will count as part of his/her apprenticeship.

9. Progress Reporting

Apprentices will be under the immediate direction of the supervisor of the department (or a supervisor assigned to the apprentice to whom this responsibility is delegated by such department supervisor) to which they are assigned. The supervisor is authorized to move apprentices from one department to another in accordance with the on the job shop training schedule. The supervisor in consultation with the committee, will prepare forms to be completed by each other company supervisors under whom the apprentice receive direct instruction and experience.

Each such supervisors will prepare a report at the end of each rotational assignment or at least every six (6) months to the department manager supervisor assigned to the apprentice on the work and progress of the apprentices under their supervision. These reports will be submitted to the Joint

Apprenticeship Committee for its review and approval or disapproval.

All apprentices will be required to prepare and maintain their individual work history and self-assessment records for regular review with their supervisor and for review with the Joint Apprenticeship Committee upon its request.

10. Addressing Performance

If the supervisor assigned to an apprentice finds that an apprentice shows a lack of interest or determines that the apprentice does not have the ability to become a competent journeyperson, he/she will request a determination by the Joint Apprenticeship Committee, by placing the facts of concern before it for review. The Joint Apprenticeship Committee will review the matter and determine whether the apprentice is permitted to continue in probationary status, is required to repeat a specified process or series of processes or other required training in the Apprenticeship Plan, or is to be placed on probation or removed from the Apprenticeship Plan for such causes as:

- (a) Inability to learn;
- (b) Unsatisfactory work;
- (c) Lack of interest in his/her work or education;
- (d) Failure to attend work or education;
- (e) Improper conduct.

Upon recommendation from the Joint Apprenticeship Committee an apprentice, who at the time of his/her selection to the Apprenticeship Plan was employed by the company and who is removed from the Apprenticeship Plan including for one of the above causes, may be returned consistent with his/her accumulated seniority to the seniority list upon which he/she previously appeared. The skilled trades chairperson will be notified by the Joint Apprenticeship Committee cochairperson of the Committee's decision to remove an apprentice from the Apprenticeship Plan.

11. Wages and Disbursements

Apprentices will be paid the percentage of the journeyperson's regular wage rate in the skilled trade in which they are apprenticed at the time of his/her entry to the apprenticeship plan with increases from the rate as follows:

1st 1000 hours not less than 60% of the skilled tradesperson's basic wage rate

2nd 1000 hours not less than 65% of the skilled tradesperson's basic wage rate

3rd 1000 hours not less than 70% of the skilled tradesperson's basic wage rate

4th 1000 hours not less than 75% of the skilled tradesperson's basic wage rate

5th 1000 hours not less than 80% of the skilled tradesperson's basic wage rate

6th 1000 hours not less than 85% of the skilled tradesperson's basic wage rate

7th 1000 hours not less than 90% of the skilled tradesperson's basic wage rate

8th 1000 hours not less than 95% of the skilled tradesperson's basic wage rate

All apprentices will receive any applicable cost-of-living allowance adjustments, special rate increases or bonuses that are provided under the collective agreement dated September 28, 2020.

The company will pay expenses for tuition and related costs associated with academic instruction required for the Apprenticeship Plan and which have the prior approval of by the company directly to the educational institution. The company will pay apprentices in attendance at academic instruction required for the Apprenticeship Plan as straight-time hours worked.

The company will provide equipment it deems necessary at appropriate intervals for the instruction and performance of on-the-job training required by the Apprenticeship Plan, including tools and storage needs for tools such as industrial-grade tool boxes and portable containers.

In the event of a layoff, apprentices may continue academic instruction for the duration of the course component that commenced prior to the layoff.

12. Ratio Requirements

The number of apprentices that the company may deploy is at its discretion. The company will consider the ratio parameters of journeypersons to apprentices required by the Registration Agency or any other governing authority for respective skilled trades at the location concerned.

Limitations set forth below, which shall be applied separately to each trade at the location concerned.

(a) When there are no journeypersons laid off in a layoff which appears to the company to be one which will exceed thirty (30) calendar days, the number of apprentices to journeymen/women shall not exceed one apprentice for every five journeymen/women, except that:

- (i) Where there is a shortage of **journeypersons** available in relation to the need, such as occurs, for example, in the case of a new plant, expansion of an existing plant, certain technological changes or retirements, the parties shall mutually agree to a number of apprentices greater than one (1) to five (5) **journeypersons**, in accordance with the need. Notwithstanding the foregoing, the company may add apprentices greater than the ratio of one (1) to five (5) to meet the need resulting from early retirement of **journeypersons** under the Retirement Pension Plan; and
- (ii) Where the existing number of apprentices is greater than one for every five (5) journeypersons, the company shall not be required to reduce the number of apprentices immediately, but shall add no more apprentices until the ratio shall be reduced to one (1) to five (5), but thereafter shall not exceed such one (1) to five (5) ratio.
- (b) Notwithstanding any of the foregoing, when a layoff which appears to the company to be one which will exceed thirty (30) calendar days occurs in a trade where apprentices are employed, if the ratio of apprentices to journeypersons is one (1) to ten (10) or greater (i.e., 1:8, 1:5, etc.), apprentices first shall be laid off when the ratio to journeypersons is one (1) apprentice to ten (10) journeypersons. Thereafter, apprentices shall be laid off proportionately to maintain such ratio insofar as practical, except that:
- (i) A minimum of one (1) apprentice may be retained in each trade so long as at least one (1) **journeyperson** remains employed in that trade, and that
- (ii) In the event the layoff is due to unusual circumstances, including, but not confined to: a transfer or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force; the parties shall mutually agree to an acceptable layoff and recall plan. Such a layoff plan may provide for reducing the ratio below one to ten, or for laying off all apprentices in a particular trade.
- (c) If the ratio of apprentices to **journeypersons** at the time of the layoff is less than one (1) to ten (10) (i.e., 1:11, 1:15, etc.) **journeypersons** and apprentices shall be laid off according to the existing ratio.
- (d) Upon an increase in the work force, such ratio, one (1) to ten (10), or the existing ratio which was less than one (1) to ten (10) between apprentices and journeypersons having seniority, shall be maintained until all journeypersons having

seniority are recalled. Thereafter, apprentices shall be recalled before new **journeypersons** in that trade are hired.

(e) No apprentice will commence an apprenticeship in a trade when a **journeypersons** is laid off in the same trade.

13. Interruption or Discontinuance

- (a) If apprenticeship training is interrupted due to layoff for a period equal or greater to the period of time completed by such employee as an apprentice, unless otherwise determined by the Joint Apprenticeship Committee, the apprentice will be removed from the Apprenticeship Plan and be returned to the classification held prior to commencement of apprenticeship and placed in an available opening or displace another employee in a department, if applicable, pursuant to the seniority provisions of the collective agreement.
- (b) If it is necessary to reduce the number of apprentices within a specific skilled trade classification, reductions shall be made on the basis of the respective commencement dates of each apprentice and will be undertaken in the reverse order of commencement dates so that the required ratio of apprentices to journeypersons is maintained.
- (c) In the event an apprentice is laid off prior to the completion of his/her training in a trade as a result of a change in requirements for apprentices or because of the application of the ratio of apprentices to journeypersons, he/she may, having due regard to his/her seniority, be employed in a classification other than one of the skilled trades classifications on work which he/she is able and willing to do, provided the apprentice was previously employed by the company. For this purpose he/she will be credited with seniority calculated as if all his/her service with the company had been in the bargaining unit at the location concerned. An apprentice who has been so laid off will, whether he/she has been subsequently employed within the bargaining unit or not, be eligible for re-entry into the Apprenticeship Plan when there is an increase in the number of apprentices in his/her trade, provided his/her previous progress had been satisfactory.
- (d) An apprentice shall be permitted to resign from the Apprenticeship Plan at any time prior to completing one thousand (1,000) hours. After completion of one thousand (1,000) hours, a request for resignation from the Apprenticeship Plan is to be made to the Ford of Canada Unifor Master Skilled Trades Committee for approval.

14. Application of Seniority for Entry to Skilled Trades

Upon receipt of a Certificate of Qualification, and with recommendation of the Joint Apprenticeship Committee, the apprentice will receive a certificate from the Committee indicating completion of the Apprenticeship Plan, and the apprentice will be issued a skilled trades entry seniority date by the Human Resources department retroactive to the placement date as an apprentice.

Efforts will be made to place the graduating apprentice within the respective skilled trade occupation at the corresponding rate of pay for the skilled trades classification. If placement to the corresponding skilled trade classification is not feasible, the graduate will be returned to the classification held prior to commencement of the apprenticeship, placed on an available opening or displace another employee in a department, if applicable, pursuant to the seniority provisions of the collective agreement.

APPENDIX M

RULES FOR SELECTION AND CHARGING OF EMPLOYEES FOR OVERTIME AND EXTRA TIME

Subject to the provisions governing the rights of stewards, committeepersons and chairpersons to be continued at work, employees shall be selected for overtime and extra time work as follows:

- 1. (a) The employees required shall be selected from the group of employees in the same department and on the same shift normally performing the work to be done. At Oakville a utility man shall be included with a group of employees in relation to which he/she performs a utility function. At Oakville, a leader shall be included with a group of employees employed in one of the trades listed in appendix 'H' which he/she directs as a leader. As far as reasonably possible, selection shall be made on the basis of the number of hours charged against the overtime and extra time records of each of these employees, commencing with the employee who has the least number of hours charged against his/her record.
- (b) Except in the case of employees employed in the operations scheduled as continuous seven (7) day operations as listed in appendix 'I', if the overtime or extra time to be worked is in excess of the amount which can be handled by employees who are entitled under paragraph (a), then at Windsor and Oakville employees shall be selected from the same department on the same shift, and
- (i) if the overtime or extra time will occur on Saturday or Sunday, then at Windsor if additional employees are still required, then additional employees shall be required to be selected from employees normally performing the work to be done in the same department on other shifts, and
- (ii) if the employees concerned are employed in a trade listed in appendix 'F' or 'H', then additional employees shall first be selected from employees in the same trade in the same department on the same shift, and if additional employees are still required, then additional employees shall be required to be selected from employees normally performing the work to be done in the same department on other shifts. In selecting employees hereunder the principle of equitable distribution of overtime and extra time shall be applied.

- (iii) if the employees concerned are employed in a trade listed in appendix **'F' or** 'H', available tradespersons from the same trade, on the same shift in another department in the plant will be selected. If additional employees are still required, available tradespersons from the same trade on other shifts in another department in the plant will be selected.
- (iv) if the employees concerned are employed in a trade listed in appendix **'F' or 'H'**, available tradespersons from the same trade on the same shift in another plant at the same location will be selected, and, if additional employees are still required, then employees from the same trade on the other shifts in another plant at the same location will be selected before employees who are not employed in the trade concerned.

APPENDIX P (ST. THOMAS)
-- Not in Use --

APPENDIX T JOB SECURITY AND WORK OWNERSHIP

During **2020** negotiations, the company and the union again focused on the impact of contracting decisions and their impact on individual workers, their families and their communities. The company and the union have regularly addressed skilled trades concerns over income and job security.

Recognizing that employment levels will fluctuate with changes in the marketplace, the parties have negotiated language to provide workers and their families with a measure of income security unparalleled in Canadian history. Further, recognizing that longer term employment levels will be affected by in-plant changes in technology and in-plant organization of work, the parties re-negotiated the Job Security and Work Ownership agreement during this set of negotiations.

Within this context, the company reconfirms the understandings reached during these negotiations regarding skilled trades concerns over work ownership.

Primary among these understandings is the company's commitment that there will be no reduction of skilled trades employees as a result of outside contracting throughout the life of this agreement.

More specifically:

1. Planning

Plant management shall meet semi-annually to review with **Unifor** skilled trades representatives projected work loads regarding the installation, construction, maintenance, repair, service, and warranty work of existing or new equipment, facilities, and the fabrication of tools, dies, jigs, patterns, and fixtures.

2. Information

Advance notice of outside contract activities will be provided, in situations other than emergencies, at least ten days in advance to permit meaningful discussion and a careful analysis of the company's workforce capabilities in connection with the subject work. This written notice will provide the union with all available information on the nature of the work, including plans and the number of trades persons required to perform the work.

3. Layoff - Recall

When skilled trades employees are on layoff in a classification, the nature of which they customarily perform, and consideration is being given to outside contracting said work, Ford skilled trades employees will be given first priority for the work, before letting the contract provided they can perform the available work.

4. Full Utilization

It is the policy of the company to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work. Consistent with local scheduling practices, when such work is required to be performed, skilled trades employees will be given first priority to do such work provided they are capable of performing such work.

This language supersedes other sections of the Collective Agreement that would be in conflict with this agreement. The parties agree this commitment should serve to alleviate the real sense of insecurity prevalent among workers in today's business setting. With this new sense of security, the parties believe skilled tradespersons may apply themselves to pursuits that are in the best interest of themselves, the company, the union, and their communities¹.

EXHIBIT I SKILLED TRADES WORK ASSIGNMENTS

It is the policy of the company to assign work between skilled tradespersons in conformity with the principles set forth below. In making job assignments, management intends to respect basic differences between the trades and recognize the importance and prestige of its tradespersons. But the company cannot be put to a disadvantage by multiple hair-splitting refinements and cumbersome and unreal distinctions. Indeed, the efficient operation of the company's plants demands the full utilization of the talents of each trade.

Factors to be Considered in Making Job Assignments

Central Skills

Tasks which require the unique and central skills of one particular trade are assigned to that trade (unless such tasks are incidental to a principal job being performed by other tradespersons as discussed below).

Overlapping Capabilities

To determine whether a particular skilled assignment falls within the scope of two or more trades and thus properly assignable to any one of these trades, several criteria must be considered, no one of which by itself is controlling.

- Level of skill involved.
- Type of apprenticeship training.
- Tools required.
- Nature of the material being worked on.
- Generally accepted notions of the trade.
- Other criteria (e.g., composition and size of the skilled workforce).
- Past practices in a plant relating to skilled tasks (invariable, certain and unchallenged over such a long period that an agreement is assumed).

The first six (6) of these criteria will be considered in making the determination of whether a skilled task falls within the scope of two (2) or more trades or only one (1). Past practice is a limiting factor and is binding in ordinary situations if by clear and convincing proof it can be shown to exist as a fact by the party relying on it.

¹ For the purposes of this Agreement, (1) the Windsor area -- referring to the Windsor Engine Plant (TMEP) and Essex Engine Plant; (2) the Oakville Assembly Complex; (3) the Bramalea Parts Distribution Centre and Edmonton Parts Distribution Centre will be treated as separate "communities".

Incidental Work

Incidental work is a comparatively minor task that is complementary to a principal job. In determining whether a task is incidental and thus properly assignable to the tradespersons performing the principal job, the following points must be considered (past practice or normal scope of the trade has no significance in incidental work):

- Time involved in relation to the principal job. (A minor task or series of minor tasks performed sporadically over the duration of the principal job are incidental even though the cumulative time may be fairly large.)
- Whether the task is within the capabilities of the principal tradesperson.
- Whether the task can safely be performed by the principal tradesperson. Incidental tasks are not limited to those arising in the course of the principal job, but may occur also at the beginning or end of the job.

Emergencies

In the event of breakdowns and other unforeseen incidents that interrupt the flow of production, as well as fires, accidents and the like, assignments may be made without regard to trade lines, although trade lines are not to be disregarded where the time within which the repairs are to be made and the availability of the appropriate tradespersons permit their observance.

LETTERS AND STATEMENTS EXCHANGED BETWEEN THE UNION AND THE COMPANY

For the information of all concerned the following letters and statements exchanged between the union and the company are reproduced and appear hereafter.

These letters and statements do not form part of the Collective Agreement.

GENERAL

April 23, 1968

The President, Local 200
The President, Local 584
The President, Local 707
The President, Local 1054
The President, Local 1520
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America (UAW)

Dear Sirs:

This letter is written to confirm the company's policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is recognized that at times and for varying reasons it is not considered practicable or advisable for certain work to be performed by our own company. As in the past the company must therefore reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right; however, provided we have the necessary facilities and equipment and can perform the work required with our own 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.

Yours faithfully, K. Hallsworth Vice President, Industrial Relations Mr. Dennis McDermott
Vice President and Canadian Director
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America (UAW)
2450 Victoria Park Avenue
Willowdale 425, Ontario

Dear Mr. McDermott:

During 1973 negotiations, the union members of the skilled trades subcommittee commented on the possibility of a misunderstanding which might arise among some union representatives and skilled tradesmen concerning the meaning or intent of the first paragraph of the section entitled 'Emergencies' in exhibit I (Skilled Trades Work Assignments). We feel that this misunderstanding is best resolved by means of this letter of clarification.

This is to advise you that the company interprets the word "breakdowns" as it is used in the paragraph cited above to mean emergency or unforeseen breakdowns, not all breakdowns. Your attention is also directed to the language later in the same paragraph providing that in such cases "trade lines are not to be disregarded where the time within which the repairs are to be made and the availability of the appropriate tradesmen permit their observance".

We trust that this letter of clarification will avoid any such misunderstandings.

Yours very truly, K. Hallsworth Vice President, Industrial Relations Mr. K. Hallsworth Vice-President - Industrial Relations Ford Motor Company of Canada Limited The Canadian Road Oakville, Ontario.

Dear Mr. Hallsworth:

This letter is to assure the company that the union members of the joint apprenticeship committee at the Oakville and St. Thomas locations will be appointed by the Canadian Director of the U.A.W.

> Yours very truly, Dennis McDermott International Vice-President and Director for Canada.

November 4, 1979

Mr. R. White
UAW Director for Canada and
International Vice President
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
205 Placer Court
Willowdale, Ontario
M2H3H9

Dear Mr. White:

During the current negotiations the union expressed its concern over the effect on employment opportunities for seniority journeymen in tool and die and metal patternmaking classifications (appendix F) of company decisions to utilize non-company sources for new machining, fabrication, repair, tryout and related checking fixture construction work and metal patternmaking work normally assigned to the die construction and metal patternmaking activities in Engine Plant 2 at Windsor.

As explained by the company in the discussion of this subject, decisions concerning the effective utilization of in-house die and metal patternmaking capacity and outsourcing are the responsibility of management.

It is the policy of the company to retain new die machining, fabrication, repair, tryout and related checking fixture construction work and metal patternmaking work within the die construction and metal patternmaking activities of Engine Plant 2 to the extent the company's program requirements can reasonably be met. Of course, the final decision must be made by the company based upon its assessment of these requirements and the facts known to the company at the time the decision is made.

The decision to retain such work in-house or to utilize non-company sources is influenced by many considerations, including the magnitude of the new die construction and metal patternmaking programs, the timing of each phase of the program, the availability of facilities, specialized equipment and necessary skills within the workforce, the complicating effect of design modifications and bottleneck operations such as machining limitations and the unavailability of presses to perform necessary tryout work, the efficiencies and economics involved, and the need to maintain a reliable supply base in view of the fluctuations and uncertainties of the die construction and metal patternmaking business.

In addition, the unavailability of machining capacity in the plant die construction and metal patternmaking activities may lead to the decision to utilize a non-company source in order to assure that deadlines in the program are met. A management decision to utilize a non-company source for such work should consider, in addition to all other relevant factors, any adverse employment impact on the plant's tool and die and metal patternmaking workforce, i.e., seniority journeymen in the affected classifications are laid off or would be laid off as a direct result of the decision.

In the event that such a decision is being contemplated, local management will, except where time and circumstances prevent it, have advance discussion with local union representatives concerning the nature, scope and approximate dates of the work to be performed and the reasons why management is contemplating utilizing a non-company source. At such times, company representatives are expected to afford the union an opportunity to comment on the company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

In making a final decision, the company will not act arbitrarily or capriciously in disregard of the legitimate interests of Ford employees.

In addition, where the company considers that work practices or provisions of the Collective Agreement may be having an adverse effect on the company's ability to compete in this field effectively, management will discuss such matters on a timely basis with local union representatives and explore with them the possibilities of taking practical steps with respect to such matters to the end of improving the employment opportunities of such employees.

Yours very truly, S. J. Surma Vice President, Industrial Relations November 4, 1979

Mr. R. White
UAW Director for Canada and
International Vice President
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
205 Placer Court
Willowdale, Ontario
M2H3H9

Dear Mr. White:

During these negotiations, the union expressed concern regarding the potential impact of new technology on employees and on the scope of the bargaining unit. Over the years the parties have recognized that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment and a cooperative attitude on the part of all parties in such progress. Continued technological progress is also essential to the company's growth and to its ability to compete effectively. Technological progress can contribute to the company's well-being and thereby to the economic well-being of employees.

Both parties recognize that the pace and form of future technological change and its implications cannot be forecasted confidently. At the same time, the company understands the union's legitimate concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of bargaining unit employees at plant locations. In this regard, the parties have agreed to establish a committee on technological progress, comprised of five representatives of the union and five representatives of the company, within ninety days after the effective date of the new Agreement. The committee will meet monthly unless otherwise agreed and will discuss the development of new technology at the corporate level and its possible impact upon the scope of the bargaining unit. The committee may also discuss other matters concerning new or advanced technology that may be referred by local unions or by local managements as well as any claims of erosion of the bargaining unit, occasioned by the introduction of new technology.

The parties recognize that advances in technology may alter, modify or otherwise change the job responsibilities of included employees at plant locations and that a change in the means, method or process of performing a work function, including the introduction of computers or other new or advanced technology.

will not serve to shift the work function normally and historically performed by included employees to excluded employees. This is to assure you it is not the company's policy to assign to excluded employees work normally assigned to included employees at a particular plant location. The company fully respects the integrity of the bargaining unit and has no intention of altering its composition by assigning to excluded employees work that has been performed traditionally and exclusively by included employees.

The union has also voiced concern about the possibility that new, technologically impacted bargaining unit work will not be awarded to included employees because they are insufficiently trained to perform it. In view of the company's interest in affording maximum opportunity for employees to progress with advancing technology, the company shall make available appropriate specialized training programs for employees to perform the new or changed work normally performed by included personnel, where such programs are reasonable and practicable, and the company will train such employees to enable them to perform such work. Similar emphasis would be placed on evaluating the effect of technological developments on apprenticeship curricula. The parties recognize the desirability that apprentices be trained for the work performed by journeymen in the basic skilled trades classification where new or advancing technology has had an impact on the work content of certain skilled trades classifications. Specifically, the company and union discussed training for apprentices on solid state, numerical, tape and/or computer controlled machines.

As a result of these discussions, the parties agree the Joint Apprenticeship committees shall examine recommendations of the committee on technological progress as well as those made by local unions for the purpose of updating and revising shop training as appropriate. Revised training, and appropriate training in "programming," will be applicable to apprentices on recognized bargaining unit work if such work is normally and regularly performed by journeymen (or work for which journeymen are being trained by the company to perform) in the basic skilled trades classification in the plant where the training schedule is being used.

The foregoing does not limit or in any way reduce the responsibility of the JAC to make changes in the training course content of apprenticeship curricula, as necessary and appropriate, subject to and in accordance with provisions of the Apprenticeship Plan.

The following sets forth a means of resolving disputes concerning the particular problems occasioned by advancing technology. Where the initial introduction of new or advanced

technology at a plant location occasions a question of whether certain new work should be assigned to included employees, affects the job responsibilities of included employees or otherwise impacts the scope of the bargaining unit, local management will discuss the matter with the local negotiating committee. Such discussion will take place as far in advance of implementation of such a technological change as is practicable. The local management will at that time describe for the local negotiating committee the extent to which such technological changes may affect the work performed by included employees at the plant location involved. The plant chairman will be provided a written description of the technology involved, the equipment being introduced, its intended use and the anticipated installation date(s). Following such notification, the local negotiating committee may investigate and evaluate the impact of new or advanced technology. Comments by the local negotiating committee concerning the information provided will be carefully evaluated by the local management in accordance with the company's policy relative to the assignment of work which comes within the scope and content of that normally assigned to included employees at the plant location.

Settlements made by the local parties concerning the assignment of work functions as between included and excluded employees in relation to the new or advanced technology discussed will be forwarded and reviewed by the committee on technological progress within thirty (30) days of the date of the settlement. In the event the committee on technological progress does not approve the settlement, the subject matter in dispute will be referred back to the local parties. Such issues may be introduced into the grievance procedure as provided in section 12.04(a) of the Collective Agreement.

At each plant location the plant industrial relations manager and the skilled trades representative will be responsible for administering the program locally.

> Yours very truly, S. J. Surma Vice President, Industrial Relations

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
M2H3H9

Dear Mr. White:

During these negotiations, the parties discussed replacing personal tools of skilled trades employees broken or damaged on company premises.

The union was advised that the company will accept and review claims for broken or damaged tools that are no longer usable. Where it is determined that personal tools were broken or damaged on company premises due to conditions beyond the employee's control such tools will be repaired or replaced, provided there is no evidence of employee negligence, abuse or improper usage. It is understood that this arrangement will be over and above any locally established practices with respect to replacing personal tools of skilled trades employees broken or damaged on company premises.

Yours very truly, S. J. Surma Vice President, Industrial Relations 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
M2H3H9

Dear Mr. White:

During the current negotiations, the parties discussed the subject of conversion to the metric system and its effect on certain employee-owned tools.

During these discussions, the company indicated its intention to make available during the transition period metric tools and calibrated measuring instruments to skilled trades employees when required in the performance of their work. Such tools will be available in a manner determined by local management and charged out to skilled trades employees when they have need for them.

This policy does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing such tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties, except as provided in the second paragraph hereof.

> Yours very truly, S. J. Surma Vice President, Industrial Relations

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
M2H3H9

Dear Mr. White:

During the recent negotiations the union expressed concern over the form and content of the notice to the union of the company's intention to let an outside contract for skilled maintenance and construction work as well as the procedure for conducting related discussions between the local parties.

This letter will confirm the parties' understanding that the company will provide advance notice, in writing, subject to the same conditions and limitations set forth and referenced in the letter dated April 23, 1968, to the local union of the company's plan to let a particular contract involving skilled maintenance and construction work. The written notice will describe the project's general nature, scope (including estimated trades and manpower involved), the approximate dates within which the work is expected to be performed and why the services of an outside contractor are being contemplated. As provided in section 3.04, company representatives are expected to afford the union an opportunity to comment on the company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

Consistent with the foregoing conditions, the parties agreed that the following constitutes an effective outside contracting clearing procedure including related discussions:

- Before letting a contract, the plant engineering department will evaluate the ability of the local plant forces to handle a given project.
- 2. In the event the plant engineering department decides it is unable to perform the work in question, the local union will be so advised and if the union so requests, a meeting will be arranged by the plant industrial relations manager for the purpose of having advance discussion with the union as to the reasons why plant forces cannot perform the work.
- In the event such advance discussion with the union results in the company deciding it cannot perform any of the work or only part and the union concurs in this result, a memorandum

concerning the results of the meeting will be prepared by the company and a copy provided to the union. In addition to the written information outlined above, if part of the project is to be performed by Ford forces, that portion should be so identified in the memorandum.

It was also agreed that the parties would urge the adoption of the above procedure in all locations where a mutually acceptable outside contracting clearance procedure does not now exist.

In addition, it was agreed that in those locations either adopting the procedure outlined above or where a mutually acceptable procedure is in effect and where the local union alleges that the procedure is not being followed by the company, the matter may be brought to the attention of central labour relations staff and the international union, U.A.W.

Yours very truly, S. J. Surma Vice President, Industrial Relations Mr. R. White
UAW Director for Canada and
International Vice President
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. White:

During the 1982 negotiations in response to concerns expressed by the union, the company reaffirmed the principles and procedures with respect to the letting of outside contracts for maintenance and construction work specified in section 3.04 of the Collective Agreement and letters to the international union dated April 3, 1968 and November 4, 1979.

This letter is intended to clarify the intent and purposes of that section:

- 1. The advance discussion except where time and circumstances prevent it, will take place prior to letting such a contract (for the performance of maintenance and construction work), before any decision has been made as to whether the work should be contracted out. The advance discussion will include information as to why management is contemplating contracting out the work. It is evident that except as noted above, since the company is only contemplating contracting out the work when the advance discussion takes place, management should not have made any decisions concerning whether or not to contract out the work before such advance discussion is held.
- Management should advise the local union of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work.

This information is related to the letter dated November 4, 1979.

These letters make reference to manpower, skills, equipment and facilities and also as to whether the company can do the work competitively in quality, cost and performance and within the projected time limits. Since any or all of these conditions may be entailed in the determination as to whether a particular contract should be let out or not, it is necessary that the

company advise the local union in the advance discussion concerning the item or items which are relevant to the decision making.

3. If in the advance discussion it is clear that the company is only contemplating contracting out the work and if in addition all the pertinent information as noted above is supplied to the union, then the union representatives will be given a better opportunity to comment on the company's plans and will also give an opportunity to the company to give appropriate weight to those comments in the light of all attendant circumstances.

Yours very truly, S. J. Surma Vice President, Industrial Relations Mr. R. White
National President
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H3H9

Dear Mr. White:

During the current negotiations, the subject of registration and duration of apprenticeship for the electrical trade was discussed.

The parties agreed that the joint apprenticeship committee would review what steps would be necessary to register and establish the hours necessary to qualify as electrician construction-maintenance. In addition, it was agreed that any other trade so affected would be reviewed on the same basis.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited D. J. McKenzie Vice President, Industrial Relations

Concur: R. White

September 24, 1990

Mr. Robert White
National President
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H3H9

Dear Mr. White:

During these negotiations the parties discussed the broadly-based concerns regarding the introduction of new technology in the plants and the impact such technology would have on the workforce. Recognition was given to the need for a cooperative attitude on the part of all parties in that continued technological progress is essential to the company's growth and its ability to compete effectively.

The company understands the union's legitimate concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of bargaining unit employees at plant locations. Accordingly, the company agrees to advance discussions with local unions at locations planning the introduction of new or advanced technology so as to permit meaningful dialogue as to its impact, if any, upon skilled or non-skilled employees. Examples where advance discussions should take place are: a) the first introduction of a technology as compared to previously existing plant technology; b) introduction of a new, more advanced generation of existing technology having a significant impact on the workforce; and c) introduction of a new application of existing technology which has a significantly different impact on the workforce.

The parties at each location will determine the persons to be responsible and involved in the discussions. Included among the information to be provided for discussion is a description of the technology involved, the equipment being introduced, its intended use, the anticipated installation date and the extent, if any, to which such technological changes may affect the size of the workforce.

In view of the continuing interest in affording maximum opportunities for employees to progress with advancing technology, as part of the discussion, the parties shall seek to identify appropriate specialized training programs so that employees will be capable of performing the new or changed work.

Joint apprenticeship committees shall update and revise classroom and shop training, as appropriate, to accommodate the new technology.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited D. J. McKenzie Vice President, Employee Relations

November 11, 1996

Mr. B. Hargrove National President National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada) 205 Placer Court Willowdale, Ontario M2H3H9

Dear Mr. Hargrove:

This will confirm that the regular hourly wage rate for the Skilled Trades leader classifications listed in appendix 'F', 'H' or 'P' will be increased to \$.60 above the journeyman/woman classification rate after the application of the general wage increase provided in section 21.02(a).

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited D. J. McKenzie Vice President, Employee Relations Mr. B. Hargrove
National President
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H3H9

Dear Mr. Hargrove:

During 1996 negotiations, the parties discussed at length the Ford of Canada-CA W Apprenticeship Plan. In the course of these discussions the company reaffirmed its commitment to the Apprenticeship Plan, but emphasized the need for the parties to assess the existing Plan to ensure that graduating apprentices possess the requisite skills to function effectively, giving full consideration to current and future operations and technology.

The parties agreed that as soon as practicable following negotiations a meeting will be scheduled with the CAW National Skilled Trades Representative and the Union Relations Manager of the company to develop a framework to assess the existing Plan and to determine a process to solicit and examine recommendations regarding the existing Plan. The assessment, which will be completed by June 30, 1997, will include, but will not be limited to, the following:

- Procedures for selecting applicants for admission to the Apprenticeship Plan.
- The Apprentice Selection Test Battery.
- Shop and related training currently provided in the Apprenticeship Plan in comparison to existing apprenticeship plans in North America and Europe which recognize changing skill requirements for graduating apprentices.

The parties also agreed that this assessment should include consultation with representatives of the plant maintenance organizations, members of the local joint apprenticeship committees, and plant skilled trades chairpersons. In addition, it was also agreed that discussions with the Ministry of Skills Development would be appropriate to ensure that the Ford of Canada-CAW Apprenticeship Plan conformed with current legislative requirements.

The objective of this assessment will be the re-establishment of a functioning Apprenticeship Plan that could be utilized to satisfy potential replacement needs that would result from mandatory retirements of skilled trades persons in the apprenticeable trades.

Following this assessment the parties will mutually establish a timetable for selection and recruitment of twenty five (25) apprentice candidates.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited D. J. McKenzie Vice President, Employee Relations Mr. J. Dias National President Unifor 205 Placer Court Willowdale, ON M2H 3H9

Dear Mr. Dias:

During the course of the 2016 negotiations the parties discussed membership of the Committee on Technological Progress. The parties agreed the number of committee members will be maintained at twelve (12) persons, six (6) representatives of the union and six (6) representatives of the company.

This letter identifies those union members as being:

- Two (2) skilled trades representatives from Windsor, one (1) of whom is the Skilled Trades Chairperson
- Two (2) skilled trades representatives from Oakville, one (1) of whom is the Skilled Trades Chairperson
- The Chairperson of the Master Negotiating Committee
- One (1) representative from other than the skilled trades appointed by the chairperson of the Master Negotiating Committee.
- The Vice President Human Resources will appoint the company members of the Committee.

In the event that a committee member is unable to participate in a particular meeting, a designee from the same location may act as a replacement.

> Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited Steve Majer Vice President Human Resources

Concur: J. Dias

Mr. B. Hargrove
National President
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Hargrove:

During 1999 negotiations, the parties discussed concerns regarding the introduction of new technology in the plants and its impact on the skilled trades workforce. Recognition was given to the role of the skilled trades workforce and their contributions to the competitiveness of the company. Recognition was also given to the need for a cooperative attitude toward technological progress on the part of all parties ensuring the company's growth and its ability to compete effectively.

The company understands the union's legitimate concern that ongoing changes in technology may alter, modify, or otherwise change the job content and responsibilities of skilled trades employees at plant locations. The company is interested in affording maximum opportunities for skilled trades employees to progress with advancing technology and, as a result, the company shall make available appropriate specialized training programs so that skilled trades employees, including apprentices, will be capable of performing the new or changed work.

It is understood such programs will not preclude the establishment of short-term local training programs required to address individual or unique requirements. It is further agreed these actions do not limit, or in any way reduce, the authority or responsibility of either the Committee on Technological Progress or the local Joint Apprenticeship Committees.

Finally, the parties agreed that a cooperative attitude towards continued technological progress would be enhanced through the establishment of a regular communication forum that encourages open and meaningful dialogue between the parties. Accordingly, the company agrees to meet with the Ford National Bargaining Council once per year unless otherwise agreed. The purpose of these meetings will be to review and discuss the development of new technology at the corporate level and its possible impact upon the scope of the bargaining unit. As necessary and appropriate,

other matters concerning new or changed technology referred by local unions or by local managements may also be discussed.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited D. J. McKenzie Vice President, Human Resources Mr. J. Dias National President Unifor 205 Placer Court Willowdale, Ontario M2H 3H9

Dear Mr. Dias:

During 2016 negotiations the parties discussed the Ford of Canada – Unifor Apprenticeship Plan.

During the course of these discussions, the company and the union expressed their mutual desire to not grow the program at a rate beyond which it can be effectively managed. Accordingly, the company agreed that business conditions permitting, up to seventy-five (75) apprentice candidates would be recruited and allocated between Windsor and Oakville. The number of apprentices assigned to the following apprenticeable trades will be determined locally:

- Electrical Trade
- Millwright Trade (Oakville)
- Steamfitter and Plumber Trade
- Tool and Die Trade (Oakville)
- Industrial Millwright Mechanic (IMM) (Windsor)

In the event business conditions at any plant location do not warrant recruiting and allocating the number of apprentice candidates as provided above, the company will convene a meeting with the Ford of Canada–Unifor master skilled trades committee to discuss reallocation opportunities. Upon having recruited fifty (50) apprentices, the parties will meet to confirm the need for additional apprentices.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited Steve Majer Vice President, Human Resources Mr. B. Hargrove National President National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) 205 Placer Court Willowdale, Ontario M2H 3H9

Dear Mr. Hargrove:

During the 2002 negotiations, the parties discussed concerns regarding continued technological progress and its impact on the well-being of employees and the company.

The union expressed concern that advances in technology may alter, modify or otherwise change the job content and responsibilities of both skilled and non-skilled employees at all locations. In this regard, the parties agreed that following the conclusion of negotiations the Committee on Technological Progress will meet to establish a local New Technology Training Committee for each location. Each committee will include representatives of skilled and non-skilled employees. It is the intent that these committees shall seek to identify and make available appropriate specialized training programs so that employees may be capable of continuing to perform work as it is impacted by technological change.

The plant human resources manager and a representative appointed by the local union will be responsible for the local administration of the program.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited T. P. Hartmann Vice President, Human Resources

Concur: B. Hargrove

Mr. B. Hargrove
National President
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Hargrove:

As equipment and systems become more technologically advanced, the parties recognize the importance of providing the skilled trades workforce with the education and training to maintain our plants' operational capabilities. Upgrading and training of our skilled trades workforce benefits all of our facilities and enables Ford Motor Company of Canada to remain competitive when bidding for additional work to sustain our future.

During the current negotiations, the parties acknowledged the programs in place that deal directly with establishing an overall commitment to quality, safety, on-the-job, assignment specific and technical training as well as upgrading and license renewals. As is often the case, many employees may receive on average, eighty (80) hours of training and in some cases, this amount is set as a stretch target.

Although both parties understand that the type and length of training will vary among the individuals and their respective trade, the company understands the importance to provide applicable training courses wherever and whenever the need arises.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited T. P. Hartmann Vice President, Human Resources

Concur: B. Hargrove

Mr. B. Hargrove National President National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) 205 Placer Court Toronto, Ontario M2H 3H9

Dear Mr. Hargrove:

During 2008 negotiations the union introduced the concept of the CAW Apprenticeship training sponsorship. The parties agreed that given the complexities of such a program, a meeting will be convened following negotiations between Union Relations Manager, the National Director, Skilled Trades and the Chairperson of the Ford Master Skilled Trades Committee during which the union's vision could be more fully articulated.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited Stacey Allerton Firth Vice President, Human Resources November 7, 2016

National President Unifor 205 Placer Court Willowdale, Ontario M2H 3H9

Dear Mr. Dias:

Mr. J. Dias

During 2016 negotiations, the parties discussed jointly developing cost-effective mentorship training for journeypersons involved in the apprenticeship program. The training will focus on how to foster the transfer of knowledge in supporting the apprentice to develop their skills and maximize their potential.

Yours very truly, FORD MOTOR COMPANY OF CANADA, Limited Steve Majer Vice President, Human Resources

STATEMENT - 1968

The company will provide each local from time to time with a list of the journeymen who have been hired for each trade during the preceding week. Such list will be sent to the skilled trades chairman at Windsor, Oakville and St. Thomas, and to the chairman of the negotiating committee at Niagara.

STATEMENT - 1971

The company will arrange to post a notice from time to time for the information of employees at Windsor, Oakville or St. Thomas, as the case may be, advising them as to the steps an employee should take if he is interested in being considered by the company for employment in one of the skilled trades at the location where he is employed.

STATEMENTS - 1973

During 1973 negotiations, the company advised the union that, when work is being sought for the placement of an employee employed in a trade listed in appendix 'F', 'H' or 'P' who is suffering a disability from sickness or accident, a placement for the employee concerned will be sought by the company at his location in the trade in which he is employed. Failing satisfactory placement, the matter of placing him in a related trade will be discussed between the company and the appropriate skilled trades chairman.

During 1973 negotiations, the company told the union that it would be prepared, at the request of the union, to discuss with the union any problems that may arise at any location concerning the rotation of work assignments among skilled tradesmen in each classification.

The company will deduct for the Canadian Region Skilled Trades Council U.A.W. such sum as is properly authorized from time to time by the Canadian Region Skilled Trades Council U.A.W.

- (a) commencing in January, 1977 and once each year thereafter from the pay for the second week in each calendar year of each employee who is employed in one of the skilled trades listed in Appendix 'F', 'H' and 'P', and
- (b) from the first pay of each employee hired after January 1, 1977 who is employed in one of the skilled trades listed in Appendix 'F', 'H' and 'P', provided that at the time of such deduction there is in the possession of the company a subsisting written assignment, executed by the employee, in the form and according to the terms of the authorization form attached as Attachment 'A', authorizing such deduction by the company. The assignment will continue effective in accordance with its terms unless otherwise revoked by the employee.

All sums deducted shall be remitted to the financial secretary of the appropriate local, to be allocated and distributed by them to the Canadian Region Skilled Trades Council U.A.W. They shall be included in the amount identified as Initiation Dues in the Union Dues and Initiation Fees Monthly Report. A listing of such annual deductions will be given to the skilled trades chairman and the financial secretary of each local.

In the event the deduction cannot be made from an employee's pay for the pay referred to above, such deduction will be made from the pay for the first week following his return to work.

ATTACHMENT 'A' CANADIAN REGION SKILLED TRADES COUNCIL U.A.W.

TO:

You are hereby authorized to deduct from my pay each year, commencing with the deduction for, such sum as is properly authorized from time to time by the Canadian Region Skilled Trades Council U.A.W. to represent my annual dues as a member of the Canadian Region Skilled Trades Council U.A.W. and to remit the amount so deducted to the financial secretary of Local, U.A.W.

Name	
	(Please Print)
Date	Trade
Master No.	Soc. Ins. No
Signed	

STATEMENTS - 1979 Skilled Trades Training Incentive Payments

The company will arrange to pay the training incentive payments described in paragraph 6 of Appendix J by separate cheque.

During the course of 1979 negotiations the company indicated that appropriate protective jackets will be made available upon request to those tradesmen required to perform welding work.

During the 1982 negotiations, the company and the union discussed the feasibility of replacing the current correspondence program for apprentices at Oakville and St. Thomas, with an alternate course of related classroom training or block release program. It was agreed that this task was a proper responsibility of the joint apprenticeship committees at these locations.

In addition, the company advised the union that the company would review locally, at the plants in Windsor, Oakville and St. Thomas, the feasibility of adding apprentices at these locations in the light of all attendant circumstances.

During the course of the 1982 negotiations, the parties discussed technological progress and the need for continued training of the skilled trades workforce. Management reaffirmed its commitments to continue the skilled trades training referred to in its letter dated October 10, 1983.

During the 1982 negotiations, the union indicated a concern relative to plant management's understanding and subsequent application of the company's procedures dealing with outside contracting set forth in its letter of November 4, 1979.

In an effort to alleviate the union's concerns, the company advised the union that the manager - labour relations & hourly personnel for the company will convene meetings, subsequent to negotiations, with appropriate members of plant management for the purpose of reviewing the noted procedures and related company policies. The skilled trades chairmen will be invited to attend such meetings.

During the 1982 negotiations, the issue was raised that full implementation of the skilled trades work assignments provision as provided in article 36 and the principles of exhibit 1 had not been resolved in some locations. In seeking a solution to this problem, the company, where necessary, will designate at the location a person or persons with the authority to discuss and work out a resolve to skilled trades work assignments.

During the 1982 negotiations, the company advised the union that it would provide the skilled trades chairman, upon request, copies of employment documentation submitted by applicants for skilled trades employment in order to satisfy the provisions relating to Journeyman set out in section 1.01 of the Collective Agreement.

During the term of the Collective Agreement dated October 10, 1982, the following practices pertaining to the wage rates of employees employed in a classification listed in appendix 'F', 'H', 'K', or 'P' shall be followed:

- Present employees shall be placed at the maximum rate of the spread.
- 2. New employees shall be hired at the midpoint of the spread (10 cents below the maximum rate of the spread).
- During the life of the agreement, employees transferred or promoted to a skilled journeyman classification shall be placed at the maximum rate of the spread and employees promoted to Leader classifications shall be placed at the maximum Leader increment.
- 4. During the term of the Collective Agreement dated October 10, 1982, any such employee who is receiving a wage rate below the maximum rate shall progress to the maximum rate upon completion of 320 hours of work for the company, on the basis of an increase of 5 cents per hour upon completion of 160 hours of satisfactory work and a further increase of 5 cents per hour upon completion of a further period of 160 hours of satisfactory work.
 - Thereafter rate placement and progress shall be effected by applying the principles of the U.S. rate progression system.
- 5. Temporary additional help will be paid at the minimum of the spread (20 cents below the maximum rate of the spread).

During the 1984 negotiations the union complained that in certain instances plant Management requested and contracted for maintenance service on leased equipment, and extended warranty arrangements or service contracts were being purchased which impacted the job security of seniority employees in skilled trades classifications. Management stated that, while section 3.04 does not limit the "fulfillment of warranty obligations by vendors", warranty arrangements that extend beyond those customarily provided or the obtaining of service contracts are not covered by these provisions. Rather, such arrangements or service contracts covering work normally and historically performed by represented skilled trades employees are to be considered in the same manner as contracts for the performance of maintenance work and such decisions are covered by the provisions of section 3.04 of the Agreement. The local plant managements will be advised accordingly.

During the 1984 negotiations, the union discussed at great lengths the need for improved utilization of the present construction units on project work at Oakville and St. Thomas and a construction unit at Windsor. The company advised the union that, following the conclusion of negotiations, a meeting to discuss the concerns of each skilled trades chairman would be arranged with appropriate plant management.

During the 1984 negotiations, the union requested that there be no indefinite layoff notices issued at a location when there are employees of an outside contractor in the same trade at work on company premises. In the event it becomes necessary, the company agreed to meet with the local skilled trades chairman to discuss his concerns in this regard.

STATEMENTS - 1987

In order to address concerns raised by each of the skilled trades chairpersons at Oakville, St. Thomas and Windsor concerning outsourcing of projects and maintenance work, the company agreed to schedule a meeting at each location with senior management to allow the skilled trades chairperson to present his/her recommendations on the merit of increased utilization of the workforce. Additionally, if deemed necessary by the union, it was further agreed that outstanding concerns would be discussed at conferences described in section 13.03 of the Agreement.

During 1987 negotiations the union expressed concern regarding the letting of a contract while seniority employees who customarily perform the work are on indefinite layoff. In this regard, the company agreed to review and discuss all of its outside contracting considerations within the context of its commitment to fully utilize seniority employees in the skilled trades in accordance with the provisions of the Agreement and letters exchanged between the parties.

During 1987 negotiations, the union voiced concern about the inadequacy of training of skilled trades journeymen/women impacted by the introduction of new technology. In response, the company reaffirmed its interest in affording maximum opportunity for employees to progress with advancing technology and will continue to make available appropriate training programs. It was agreed that unresolved concerns at any of the plant locations would be referred to and discussed by members of the committee on technological progress.

During 1990 negotiations the parties had discussions pertaining to training provided to tradespersons on new specialized equipment or machines. The company confirmed its intention to continue, where required and practical, the practice of assigning appropriate tradespersons to work with vendor/contractor representatives on a 'buddy' system to permit these tradespersons to acquire the familiarity and knowledge necessary to ensure effective maintenance and servicing of the equipment.

During 1990 negotiations the union expressed concern regarding the policy of the company to fully utilize its seniority employees in the skilled trades (appendix 'F', 'H', 'K' and 'P') in the performance of maintenance and trades work. A great deal of emphasis was directed to the letting of contracts while seniority employees who customarily perform the work remain on indefinite layoff. Company representatives stated that as outlined in the provisions of section 3.04 of the Agreement and in accordance with the letter to the union of April 23, 1968, at times and for varying reasons while desirable it would not always be practicable or advisable for certain work to be performed by our own company.

However, provided we have the necessary facilities and equipment and can perform the work required with our own workforce, including the recall of laid off employees if time and circumstances permit and they have the requisite skills, in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention to keep such work within the company. Without limiting the generality of the foregoing, some examples where it would not be advisable to recall employees from indefinite layoff include:

- work of an urgent nature
- size of the job
- limited duration of the job
- · number and skills of available employees including those on layoff

During 1990 negotiations the skilled trades chairperson at Oakville voiced his concern about outsourcing actions related to certain specific fabrication, servicing and repair functions. The company agreed to schedule a meeting with senior management at Oakville to allow the skilled trades chairperson an opportunity to present his recommendations on the merit of increased utilization of the workforce.

STATEMENTS - 1996

During 1996 negotiations the parties discussed matters related to payment of fees for skilled trades licenses. The company assured the union that it would continue to pay for, upon receipt of verification of payment, the annual fee for special licenses required by the company which are over and above the basic trade license. Additionally, the company agreed that for seniority skilled trades employees covered under Appendix F, H, and P, in the event renewal of basic trades licenses becomes compulsory under provincial trades statutes, the parties will meet to identify mutually-acceptable guidelines for such payment of basic trades licenses.

STATEMENTS - 1999

The plant human resources manager and the skilled trades chairperson/representative, who is a member of the Committee on Technological Progress, will meet locally to administer details referred to them by the Committee on Technological Progress.

During the 1999 negotiations, the parties discussed the functions of the Committee on Technological Progress. In this regard, the company informed the union that its current members are:

Windsor - the Human Resources and Manufacturing Planning Managers

St. Thomas - the Human Resources and Manufacturing Planning Managers

Oakville - the Human Resources and Manufacturing Planning Managers and the Manager, Labour Relations and Hourly Personnel for the company.

In the event any of the above-mentioned is unable to participate in a particular meeting, a designee from that location will act as a replacement. During 1999 negotiations, the parties reviewed the utilization of temporary additional help in skilled trades classifications. Of particular concern to the union was the manner in which temporary additional help was being utilized in the Oakville plants. In order to address this particular concern the parties agreed that at the Oakville plants:

- Employees interested in being considered for temporary additional help will be given consideration for one trade only.
- Interested employees must provide proof satisfactory to the company of related experience in order to be considered for temporary additional help opportunities.
- Temporary additional help will not be utilized in a trade until all journeymen/women in that trade in the bargaining unit have been given an opportunity to perform the work required.
- The provisions of Appendix 'T' of the Collective Agreement does not apply to any temporary additional help arrangements.
- Temporary additional help will not be used to reduce the hours of work of skilled trades journeymen/women in the plant in which they are utilized.
- Temporary additional help may be utilized for the vacation period, the Christmas holiday period, production down weeks and for special events as discussed.
- Temporary additional help will not be used to avoid hiring full-time journeymen/women.
- There is no obligation to utilize temporary additional help before utilizing employees of an outside contractor.

STATEMENTS - 2002

During 2002 negotiations, the parties discussed their commitment to the principles of Appendix "T" and the importance of maintaining the positive relationship that has developed over the years. Key elements have been open dialogue and sharing of information.

The union raised concerns that various issues impacting skilled trades are not being discussed at all locations. The parties agreed on the importance of open dialogue and the sharing of information and reaffirmed their commitment in maintaining the relationship.

During 2002 negotiations, the parties discussed the replacement of skilled trades employees who are absent from work. The union expressed concern that when skilled trades employees are absent for contractual reasons or illness, there are insufficient employees at work to perform required assignments.

Following negotiations a meeting will be scheduled locally with the skilled trades chairperson to review the union's concern.

Any unresolved issues from this meeting may be brought to the attention of Ford of Canada Labour Affairs and the CAW National Union.

STATEMENTS - 2005

During 2005 negotiations the parties discussed programs related to plant preventative and predictive maintenance. Central to these discussions was the acknowledgement of the importance of such programs to the success of our assembly and manufacturing operations, and the critical roll skilled trades plays in the pursuit of these objectives. To fully realize the opportunities existing within these programs, the parties have agreed that following negotiations, local meetings will be held between members of plant management and the local skilled trades chairperson to explore opportunities to enhance skilled trades participation and training.

During 2005 negotiations the parties discussed legislated technical standards such as Technical Standards & Safety Authority and how these standards affect skilled trades. The union expressed particular concern that as existing standards change, and new legislation is introduced, skilled trades employees may be excluded from the normal and historical performance of work due to insufficient training for certification. To alleviate this concern the company assured the union that it will fulfill its obligations to both existing and future legislation, and its skilled trades workforce as detailed in the collective agreement.

Additionally, the company agreed that a representative of Central Labour Affairs and the national union will meet to identify both current and future legislated certification, training and licensing requirements and the impact of these on plant efficiencies, productivity, and skilled trades workforce.

During 2005 negotiations the parties discussed in-plant Technical Learning Centres. Specific to these discussions were several issues of interest to the union. Firstly, the union was concerned about the level of company commitment to the Oakville Assembly Complex Learning Centre. Secondly, the union wished to make the company aware that similar Learning Centres in the Windsor site and St. Thomas Assembly Plant could be established if future business conditions warrant and government funding partnerships were available. To address the union's concern, the company confirmed its commitment to an Oakville Assembly Complex Learning Centre through the term of the agreement.

During 2005 negotiations the parties discussed the progress of each location's New Technology Training Committee. It was acknowledged by the company and the union that an increased emphasis on regular meetings would enhance the effectiveness of these committees. Accordingly, it was agreed that following conclusion of negotiations, each plant's human resources manager (or designate), plant chairperson, and skilled trades chairperson would meet to establish a regular schedule for committee meetings.

Upon prior notification to the plant human resources manager, Ford-CAW Skilled Trades Coordinators may participate in local committee meetings in a facilitator role.

Issues arising in connection with this letter may be referred for resolution to the national union and Central Labour Affairs staff.

During 2005 negotiations, the company confirmed to the union that applications for leaves of absence by skilled trades employees to participate in international or Canadian relief programs/agencies will be considered under the provisions of article 27.

STATEMENTS - 2012

NEW TECHNOLOGY TRAINING COMMITTEE

During 2012 negotiations, the company and the union had several discussions concerning training for skilled trades employees, particularly as it pertained to new equipment and technologies. Both parties acknowledged the importance of having a trained skilled trades workforce, capable of adapting to current, new and evolving technologies in order to fully support lean manufacturing principles. Furthermore, both parties reaffirmed their commitments to the local New Technology Training Committees as a means to identify, assess and recommend appropriate training plans for skilled trades employees. The parties acknowledged that a robust process in this regard is important in ensuring that appropriate and timely training is provided to skilled trades employees. Following negotiations, the parties agree to establish a regular and proper cadence for the local New Technology Training Committee so that meaningful discussions to address skilled trades training needs can take place with the objective of identifying immediate gaps to ensure that skilled trades have the necessary knowledge required to perform the work.

RE: SKILLED TRADES PARTICIPATION

During 2012 negotiations, the parties had several discussions regarding the use of contractors and vendors, particularly as it pertained to new equipment and evolving technologies. The union expressed the concern that the company was placing unnecessary reliance on vendors and contractors to perform work. The company assured the union that it will seek the active participation of skilled trades employees to ensure skilled trades possess the necessary knowledge to fulfill their duties.

SKILLED TRADES STAFFING PRACTICES

During 2012 negotiations, the parties had several discussions regarding skilled trades staffing. The union expressed concerns regarding insufficient skilled trades to perform required job assignments when employees are not at work. The company expressed a willingness to discuss these concerns, but noted that better coordination and flexible skilled trades scheduling practices are important aspects in addressing the union's concerns.

Accordingly, following negotiations the parties agreed to meet locally to discuss with an objective to resolving these concerns.

SKILLED TRADES HIRING

During 2012 negotiations, the parties had several discussions regarding any future potential skilled trades hiring opportunities at Ford. The union expressed a desire to promote trades who hold a CAW journeypersons' card who are laid off from other CAW-represented facilities. In the event that the Company intends to hire skilled trades employees, appropriate consideration will be given to any applicants referred by the local Skilled Trades Chair. The parties acknowledge and agree that the Company is under no obligation to hire such applicants and that this statement will not place any restriction on the Company with respect to its hiring practices.

SKILLED TRADES FORECASTING

During 2012 negotiations, the parties discussed the sustainability of a skilled and available workforce to support the company's operational requirements. Specifically, these discussions focused on the company's ability to assess qualified candidates to support ongoing staffing objectives in a competitive labour market. Following negotiations, the parties agree to convene an annual meeting to review plant staffing needs, employee demographics, attrition rates, product cycle plans and forecasts with the first annual meeting to be held within ninety (90) days of ratification. At this meeting, an analysis will be conducted to consider the potential need for future apprentice requirements.

STATEMENTS - 2016

During 2016 negotiations, the company and the union discussed the Canadian Welding Bureau (CWB) plant certification process and committed to working jointly to achieve CWB Division 3 status under CSA Standard W47.1. The parties further agreed to meet, investigate and establish an efficient strategy to conduct necessary training in order to achieve implementation.

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