

M. E. BEAUCOIN

AGREEMENT

BETWEEN

**Ford Motor Company  
of Canada, Limited**

Windsor, Ontario

AND

**Local 200 U.A.W.-C.I.O.**

Dated January 15, 1942, as amended by  
Memorandum of Agreement dated  
December 31, 1942.

and as further amended by Memorandum  
of Agreement entered into on the eleventh  
day of January, 1944.



The agreement recognizes the U.A.W. as the  
exclusive bargaining agency for those employees  
who are members in good standing. Only  
grievances of employees who are in good Union  
Standing can be taken up with the Steward.

## OBJECTS OF UAW-CIO

To improve working conditions, create a uniform system of shorter hours and higher wages; to maintain and protect the interests of workers under the jurisdiction of this International Union.

To unite in one organization, regardless of religion, race, creed, color, political affiliation or nationality, all employees under the jurisdiction of the International Union.

To improve the sanitary and working conditions of employment within the factory, and in the accomplishment of these necessary reforms we pledge ourselves to utilize the conference room and joint agreements; or if these fail to establish justice for the workers under the jurisdiction of this International Union to advocate and support strike action.

To educate our membership in the history of the Labor Movement and to develop and maintain an intelligent and dignified membership; to vote and work for the election of candidates and the passage of improved legislation in the interest of all labor. To enforce existing laws; to work for the repeal of those which are unjust to Labor; to work for legislation on a national scale, having as its object the establishment of real social and unemployment insurance, the expense of which to be borne by the employer and the Government.

To work as an autonomous International Union affiliated with the Congress of Industrial Organizations together with other International Unions, for the solidification of the entire Labor Movement.

## **MEMORANDUM OF AGREEMENT**

entered into on the Fifteenth day of January, A.D. 1942, as amended by Memorandum of Agreement entered into on the 31st day of December A.D. 1942 and as further amended by Memorandum of Agreement entered into on the 11th day of January 1944.

BY AND BETWEEN

FORD MOTOR COMPANY OF CANADA, LIMITED, hereinafter called the "COMPANY"

- and -

LOCAL 200, OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA. AFFILIATED WITH THE CONGRESS OF INDUSTRIAL ORGANIZATIONS, AN UNINCORPORATED VOLUNTARY ASSOCIATION, hereinafter called the "UNION",

### ***WITNESSETH:***

#### **RECOGNITIONS - EXCLUSIONS**

1. The company recognizes the union as the exclusive bargaining agency for those of its employees in its Windsor plants (including Ojibway) who are members of the union in good standing provided that all employees while employed within the following classifications and/or departments, whether or not members of the union shall not be subject to the provisions of this agreement: time study, supervisors, draftsmen, apprentices, plant protection, restaurant. clerical work-

ers employed in the Engineering, Automotive Engineering and/or Inspection and located in the Administration Building, Plant 1; chemists, metallurgists and laboratory workers employed elsewhere than in plants 4 and 5; and office and salaried workers.

The company will supply to the union a list of its foremen and assistant foremen.

#### RESERVATIONS TO MANAGEMENT

2. The union recognizes the right of the company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. Whenever practicable any proposed promotion or demotion will be first discussed with the committeeman in the jurisdiction concerned.

3. The union further recognizes the right of the company to operate and manage its business in all respects in accordance with its commitments and responsibilities, including the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not, however, be inconsistent with the provisions of this agreement.

#### EMPLOYEES' FREEDOM OF CHOICE

4. Employees of the company are free to join any union or association of their choice and are equally free to decide not to join any union or association.

#### NO DISCRIMINATION

5. There shall be no discrimination, interference, restraint or coercion by or on behalf of the company, regarding any employee because of membership in the

union. The union, its members and/or its agents shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not on company time or premises conduct union activities except as herein expressly provided.

#### REPRESENTATION

6. (a) (i) The union may appoint and the company shall recognize stewards not to exceed sixty-seven in number.

(ii) The appointment and recognition of each such steward shall be conditional upon his being an employee having regular company duties to perform, having at least twelve months' seniority and being a British subject or a citizen of the United States of America permanently domiciled in Canada.

(iii) Each such steward shall be permitted to function as such only as provided herein. He shall be allocated to a specific section of the plant of the company as indicated in appendix number one to this agreement (hereinafter referred to as "jurisdiction") and shall, with the approval of the foreman of the department in which he is employed, be permitted to leave the regular company duties above referred to for a reasonable length of time to investigate and negotiate grievances and shall, prior to investigating or negotiating any grievance in a department other than that in which he is employed, first report to the foreman or assistant foreman of such department. The above mentioned absence from such regular company duties shall not exceed two hours per

working day or three hours in any two consecutive working days in any one calendar week.

(iv) Whenever in the opinion of the foreman concerned more than a reasonable period of time shall have been taken by a steward to accomplish such investigation or negotiation the foreman of the department in which the steward concerned is employed shall decline to approve payment for such excess time.

(v) The union shall notify the company in writing from time to time of the names of the stewards, the respective effective dates of their appointment and the names, if any, of those former stewards whom they may be replacing.

6. (b) The union may appoint and the company shall recognize one plant committee for each plant of the company designated hereunder, the membership of which shall not exceed in number the following:

Plant 1-3 members.

Plant 2-5 members.

Plant 4-4 members.

Plant 5-2 members.

provided that the provisions of clauses (a-ii), (a-iii), (a-iv and (a-v) of sub-section (a) of section 6 hereof likewise shall apply with respect to all members of plant committees except that members thereof shall be permitted only to investigate appeals from decisions of foremen referred to in sub-section (c) of section 7 hereof,

including the investigation of the circumstances in connection with the original grievance as lodged.

Each plant committeeman shall be allocated to a jurisdiction as indicated in appendix number two to this agreement.

6. (c) The union may appoint and the company shall recognize a negotiating committee not to exceed seven members, five of which members shall be employees of the company and members of the union in good standing; one the regional director of the U.A.W.-C.I.O. having jurisdiction and the seventh member an international representative of the U.A.W.-C.I.O. provided that either or both of the last two mentioned members may be replaced from time to time by a like number of employees of the company who are members of the union in good standing and further provided that all committee members shall be British subjects or citizens of the United States of America permanently domiciled in Canada.
6. (d) The above provisions with respect to stewards' company service qualifications, right of absence from their regular duties and payment, and also the provisions with respect to the union notifying the company of appointments, likewise shall apply to employee members of the plant committees and of the negotiating committee.

#### GRIEVANCE PROCEDURE

7. (a) No grievance shall be considered which usurps the function of management.
7. (b) Any employee having a grievance may present such in writing to his foreman or steward on

forms to be supplied by the company. Provided that it shall be optional to the company to decline to consider any grievance the alleged circumstances of which originated or occurred more than five regular working days prior to its presentation. The foreman shall deal with the grievance and shall render his decision in writing to the employee or the steward, as the case may be, whenever practicable, not later than the first regular working day next following the day upon which he receives the grievance.

7. (c) If the decision of the foreman be not satisfactory to the employee concerned he may appeal therefrom by lodging an appeal in writing with the department head or superintendent having jurisdiction either direct or through the plant committee within three regular working days of delivery of the decision.

The department head or superintendent as the case may be, shall deal with the appeal and render his decision in writing to the employee or the plant committee concerned whenever practicable not later than the third regular working day next following the day upon which the appeal is received.

7. (d) If the decision of the department head or superintendent be not satisfactory to the employee concerned he may appeal therefrom by lodging his appeal in writing with the personnel manager either direct or through the negotiating committee within three regular working days of the delivery of the decision.

The personnel manager shall deal with the appeal and shall render his decision thereon

in



writing to the employee or the negotiating committee as the case may be whenever practicable, not later than the third regular working day next following the day upon which the appeal is received.

7. (e) If the decision of the personnel manager be not satisfactory to the employee concerned he may by serving written notice of appeal on the personnel manager within four regular working days of the delivery of the decision, appeal therefrom to an impartial umpire to be selected by the two parties to the grievance or if such parties fail to select the umpire within five regular working days of the receipt by the personnel manager of the notice of appeal, then to an impartial umpire selected by the Minister of Labour of the Province of Ontario. The parties to the grievance may, but need not, elect to be bound by the decision of the umpire.

7. (f) The following special procedure shall be applicable to a grievance alleging improper discharge of an employee:

The discharged employee or the steward may present the grievance in writing either direct or through the negotiating committee to the personnel manager within forty-eight hours of the discharge, and the personnel manager will review the discharge and whenever practicable render his decision within forty-eight hours after its receipt. If the decision is not satisfactory the matter may then proceed on the giving of the prescribed notice of appeal as an appeal' to an impartial umpire selected as "herein provided.

7. (g) In the absence or inability to act of the company representatives referred to in this section, the company may act through nominees of the respective representatives.
7. (h) The procedure in this section 7 equally shall apply to a grievance lodged by a group of employees.
7. (i) Conferences between company representatives and the negotiating committee or a plant committee shall be held when mutually agreed upon. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party at least one working day prior to the day for which the conference is requested. The president of the union may be included in any such conference with a plant committee or the negotiating committee.

#### SENIORITY

8. (a) Fundamentally rules respecting seniority are designed to provide to employees an equitable measure of security based on the length of service with the company.
8. (b) The expression "occupational group" when used herein shall mean one or more groups of employees within a department, the members of which are qualified to perform any certain specific operations or duties therein as specified by the company, subject to grievance procedure.
8. (c) (i) Upon completion of employment to the extent of one hundred and eighty days within any period of twenty-four consecu-

tive months an employee shall be entitled to have his name placed on the seniority list of the occupational group in which he is employed or, if he is employed in the general group, then on the seniority list thereof.,

8. (c) (ii) An employee shall be considered a probationary employee until he shall have become entitled to have his name placed upon a seniority list as above provided and as such shall not have any seniority rights.
8. (d) The name of an employee shall appear on a seniority list as of the date of his employment provided that the date of employment of an employee who shall have completed intermittent employment to the extent of one hundred and eighty days within any period of twenty-four consecutive months shall be considered to be the date six months prior to the date upon which such employee shall have attained seniority.
8. (e) Seniority Rights of Employees shall be exercised as follows:
  8. (e) (i) If an opening occurs in an occupational group or in the general group in a department, the employee therein having the greatest amount of seniority and who is able and willing to perform the work required of him to fill such opening shall in the filling of such opening be entitled to preference over any other employee in the department having less seniority.
  8. (e) (ii) In the event of a reduction of available work in an occupational group the em-

ployee therein having the least amount of seniority shall be moved to the general group of such department if able and willing to perform the work required of him and shall thereupon be entitled to have his name placed upon the seniority list of such general group and, in the event of a reduction of available work in a general group, the employee therein having the least amount of seniority shall consistent therewith be transferred to another department if able and willing to perform the work required of him or be laid off, according to the master seniority record.

8. (e) (iii) In the event of the permanent discontinuance of a specific operation or of a department in the plants of the company in Windsor and/or Ojibway, Ontario, an employee employed upon such operation or in the department so discontinued may consistent with his seniority be transferred to another department if able and willing to perform the work therein required of him, and, if so transferred shall be entitled to seniority over an employee having less seniority in the department to which so transferred.
8. (e) (iv) An employee who is a tool or die maker or a tool or die repair man shall be entitled to seniority over an employee having less seniority in the same relative occupational group in any department of the Windsor plants of the company (including Ojibway).
8. (f) Seniority rights of an employee shall cease for any one of the following reasons:

- (i) if the employee quits his employment.
  - (ii) if the employee is discharged and such discharge be not reversed through the grievance procedure.
  - (iii) if the employee fails to report for duty for three consecutive working days without advising the Personnel Department giving reasons satisfactory to it for such failure to so report.
  - (iv) if the employee fails to return to work within three consecutive working days after notification so to do to his address on the records of the company unless he furnish reasons satisfactory to the Personnel Department for such failure;
  - (v) if for a period of twenty-four consecutive months the employee is not called upon to perform work for the company.
8. (g) When reasonably practicable the company will give twenty-four hours' notice of lay-off to employees.
8. (h) Seniority lists for each department, the accuracy of which shall be agreed to on behalf of the union in writing, 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 any employee employed within the jurisdiction of such steward.
8. (i) The company shall post revised seniority lists as required in each department each four months.

8. (j) A master seniority record showing the seniority status of each employee will be available in the Personnel Department where it may be inspected by the chairman of the negotiating committee and/or the chairman of any plant committee for purposes pertaining to their respective duties as such.
8. (k) Notwithstanding their seniority status stewards shall be continued at work when not less than ten employees are working in the steward's respective jurisdiction.
8. (l) Notwithstanding their seniority status plant committeemen and negotiating committeemen who are employees of the company shall be continued at work as long as work of their classification is available in the plant in which they are employed and which they are able and willing to do.
9. (m) If the company considers it necessary to increase the number of its employees it will whenever reasonably possible, having regard to the work to be performed, provide work opportunity to former employees.
8. (n) An employee who left or who may leave the employ of the company and directly thereafter serve in the present war in His Majesty's Armed Forces or in a government department or a government supervised activity shall whenever practicable, upon honourable discharge from said forces or release in good standing from such government service, if physically fit, be reinstated upon receipt by the company of the application of such employee within ninety days

of such discharge or termination of government service as the case may be. Seniority with respect to such individual shall accumulate in his absence from the company's employment for such purposes.

8. (o) Subject to the provisions of clause (i) of sub. section (e) of this section 8, promotions to higher paid jobs or better jobs with equal pay are based primarily upon merit and ability but when all other things are equal, except in effecting promotions to supervisory positions, the employees having the greatest seniority will receive the preference.
8. (p) Employees transferred from classifications in the company's plants at Windsor or Ojibway not subject to the provisions of this agreement, shall, if transferred to classifications subject to such provisions, be placed upon the seniority lists in the order of their respective dates as of which they would have obtained seniority had they been employed in classifications subject to such provisions and shall enjoy seniority rights accordingly, subject in all respects to the provisions of this agreement.
8. (q) In the event of an employee suffering a major disability, exception may be made to the seniority provisions of this agreement in favor of such employee.
8. (r) The president and the financial secretary-treasurer of the union, so long as offices held by them are full-time positions, shall be granted leave of absence by the company and while on such leave of absence shall accumulate seniority.

8. (s) The union shall notify the company in writing from time to time of the names of its members authorized to accept on its behalf in writing the accuracy of seniority lists as provided in this section 8.
8. (t) If an employee be transferred from one department to another he shall incur no loss of seniority.
8. (u) If there be an increase in the number of employees the following procedure shall apply:
  - (i) As far as reasonably practicable all former, employees with seniority will be rehired before the hours of work are increased to more than thirty-two hours per week.
  - (ii) As far as reasonably practicable probationary employees shall not be re-hired until the hours of work have been increased to forty hours per week.
8. (v) If there be a general reduction in the number of employees in the company's Windsor plants, including Ojibway, the following procedure shall apply:
  - (i) Probationary employees shall be the first to be laid off.
  - (ii) As far as reasonably practicable the hours of work will be reduced to thirty-two hours per week and thereafter lay off shall take place in accordance with the provisions of clause two of sub-section (e) of section eight hereof.



## GENERAL

9. When an employee is transferred to a higher paid classification he will within one hundred and sixty hours be paid at least the minimum rate of the classification to which he is transferred.

10. As far as reasonably possible overtime and extra time will be equitably distributed among those employees normally performing the relevant work to be done.

11. The union will not cause or permit its members to cause, nor will any member of the union' take part in any sit-down, stay-in or slow-down in any plant of the company, or any curtailment of work or restriction of or interference with production of the company. The union will not cause or permit its members to cause, nor will any member of the union take part in any strike or stoppage of any of the operations of the company, or picket any of the plants or premises of the company until all of the grievance procedure out lined herein shall have been exhausted and not even then unless authorized by the International Executive Hoard of the U.A.W.-C.I.O. and a copy of such authorization shall have been delivered to the company.

In the event a strike occurs, this agreement may be terminated by the company upon notification of such termination to the union by the company.

The company reserves the right to discipline any employee who violates any provision of this Clause 11. The company will not cause or sanction a lock-out until all of the grievance procedure outlined herein shall have been exhausted.

In the event such a lock-out occurs, this agreement

maybe terminated by the union upon notification of such termination to the company by the union.

In the event of the occurrence of a dispute between the company and employees, the union agrees that it will at all times during the currency of this amended agreement take such steps as may be necessary to ensure that employees employed in the Power House or any sub-station of the company shall be permitted free and unobstructed entrance into and exit from the premises and plants of the company in order that such employees may at all times be enabled to perform the regular duties therein to which they are assigned.

12. The company's present policy is not to employ female workers in manufacturing operations in its plants in Windsor (including Ojibway). If employment of such female workers is considered necessary or desirable by the company, this subject will be discussed beforehand between the parties.

13. At the time of the execution of this agreement the company is paying its hourly rated employees overtime at the rate of time and one-half for all the time worked in excess of eight hours per day or forty hours per calendar week, whichever is the greater. In the event that time worked on a Sunday does not bring the hourly rated employee's total time worked in the calendar week over forty hours, the work on a Sunday nevertheless is paid for at the rate of time and one-half, that is to say overtime is either paid for Sunday or for work in excess of forty hours per calendar week, whichever is the greater. The company does not require an employee who works on a Sunday to take time off by reason thereof.

14. An employee reporting for work on instructions

of the company, but for whom no work at his regular job is available, will be offered at least two hours' employment in other work at his regular hourly rate or, at the company's option will be paid two hours' time at his regular hourly rate. This provision shall not apply when such lack of work is due to a labor dispute, fire, flood or other cause beyond the control of the company.

15. An employee desiring leave of absence shall make application in writing to his foreman. The same shall be dealt with by the Personnel Manager, the employee notified in writing of the disposition of such application and a record thereof kept in the Personnel Department. Seniority shall accumulate during the period of a leave of absence.

#### BULLETIN BOARDS

16. The company extends to the union the privilege of using bulletin boards in the plants of the company to be prepared and located by the company as follows:

- Plant 1 ..... 6 bulletin boards
- Plant 2 ..... 10 bulletin boards
- Plant 4 ..... 6 bulletin boards
- Plant 5 ..... 4 bulletin boards

provided and it is agreed that the use by the union of such bulletin boards shall be restricted to the posting thereon only of such notices as shall have received the prior approval of the Personnel Manager or his nominee, which approval shall not be unreasonably withheld, and which notices shall also be restricted to those of the following types:

Notices of union recreational and social affairs.

Notices of union elections, appointments and results of elections.

Notices of union meetings.

If the company by reason of improper use of the said bulletin boards by the union or by the plant committeeman concerned, contrary to the foregoing provisions of this section 16, reaches the conclusion that the said bulletin boards should be discontinued, it may discontinue the use thereof by the union upon due notice of such proposed discontinuance.

#### DESKS AND RECORDS

17. The company agrees to make available a desk for the use of any employee who for the time being may be chairman of a plant committee, such desk to be located in the plant in which such employee is regularly employed. A locker will be made available for the use of any employee who for the time being may be a member of a plant committee, except the chairman of such committee, for the keeping of documents and records, which locker shall be located in the plant in which such. employee is regularly employed.

#### DAY WORK FOR UNION EXECUTIVES

18. (a) An employee when elected to any of the following named executive offices of the union namely:-vice-president, recording secretary, guide, sergeant-at-arms or trustee, shall not so long as such employee retain said office be required by the company to work on any shift, the regular quitting time of which is later than six p.m.
- (b) The union shall notify the company in writing

from time to time the names of the employees elected to the offices enumerated in subsection (a) of this section 18, the respective dates of their election and the names of the former officers whom they may be replacing.

#### PERIODIC PAY INCREASES

19. Irrespective of any other wage rate increase to which the company may give effect, an employee hired at the prevailing minimum hourly wage rate shall receive an increase of five cents per hour therein after performing one hundred and sixty hours of satisfactory work and upon completion of a further one hundred and sixty hours of satisfactory work shall receive an additional increase of five cents per hour therein, provided that in no circumstance shall such employee receive a higher rate than the maximum approved hourly wage rate of the work classification in which he may from time to time be employed.

#### LUNCH PERIOD ON CONTINUOUS OPERATIONS

20. Employees engaged on continuous operations shall be allowed a lunch period of twenty minutes.

#### SHIFT DIFFERENTIAL OF FIVE CENTS EXTRA

21. An employee is paid five cents per hour in addition to his regular hourly rate for the performance of work commenced between the hours of one p.m. and the following five a.m. but no overtime or extra time premium applies to such additional payment.

#### REST PERIOD

22. The company grants to employees two ten-minute rest periods during each shift, which rest periods are

granted upon the representations of the union that the time limits thereof shall be strictly adhered to and that no production shall be lost as a result thereof. The continuance of this privilege is conditional upon strict adherence to such representations.

#### DURATION OF AGREEMENT

23. This agreement as amended, except as otherwise herein provided, shall continue in full force and effect until December 31, 1942 and from year to year thereafter unless between November 1 and November 15 (both days inclusive) of any year during the currency of this agreement as amended either party thereto notifies the other party of its desire to terminate the agreement and thereupon the agreement as amended shall terminate on the thirty-first day of December of the year in which the notice is given. Between November 1 and November 15 (both days inclusive) of any year during the currency of this agreement as amended either party thereto may notify the other party of its desire to amend the said agreement as amended, in which event such notice shall set forth the nature of the amendments so desired. In the event any amendments be so proposed, negotiations between the parties with respect thereto shall commence on December first of the year in which such notice be given, or if such date be a Saturday or a Sunday, then on the Monday immediately following.

If the parties hereto be unable to agree upon any of the amendments so proposed before December 15 in any such year, such proposed amendments as to which the parties be unable to so agree shall not become effective.

Any amendments as to which the parties agree shall upon execution by the parties of the documents evidenc-

ing such agreement become part of the agreement as " amended without modifying or changing any of the other terms thereof and shall be sufficient if sent by registered mail addressed, if to the union, to Local 200 U.A.W.-C.I.O., Windsor, Ontario and, if to the company to the Secretary, Ford Motor Company of Canada, Limited, Windsor, Ontario.

FORD MOTOR COMPANY OF CANADA, LIMITED, . W. H. CLARK, Personnel  
Manager. LOCAL 200, OF THE INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA, AFFILIATED WITH THE CONGRESS OF INDUSTRIAL  
ORGANIZATIONS.

***ROY G. ENGLAND,***

President.

NEGOTIATING COMMITTEE

***J. VAILLANCOURT***

***A. C. WARD***

***WM. RILEY***

***I. R. SMITH***

***EARL O'NEIL***

***GEORGE BURT***

***Regional Director***

U.A.W.-C.I.O.

***THOMAS MACLEAN***

International Representative

U.A.W.-C.I.O.