

COLLECTIVE AGREEMENT

B E T W E E N:

FCA CANADA
(Hereinafter referred to as “the Employer”)

A N D:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as “the Union”)

EXPIRY: December 31, 2023

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ARTICLE 1 - RECOGNITION AND EXCLUSIONS

- 1.01 (a) (i) The Company recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed as occupational health nurses by FCA Canada at Windsor save and except supervisors and persons above the rank of supervisor.
- (ii) All the provisions of the Collective Agreement shall apply to Per Diem Nurses unless otherwise amended in Article 18.
- (b) In the event of a dispute arising between the Company and the Association with respect to the exclusion of a person under the provisions of this section, the question shall be referred as an appeal to an umpire at Step Three of the general grievance procedure.
- 1.02 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.
- 1.03 A nurse who holds a Temporary Class Certificate of Registration must obtain her or his General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate of Registration. If the nurse fails to obtain their General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration they may be placed on an unpaid leave of absence, otherwise they will be deemed to be not qualified for the position of registered nurse and they will be terminated from the employ of the Company. Such termination shall not be the subject of a grievance or arbitration.
- 1.04 A full-time nurse is a nurse who has a full-time position (with full benefits) and is regularly scheduled to work the normal full-time hours referred to in Letter 23.
- 1.05 A forty (40) hour per-diem nurse is a nurse who works in a forty (40) hour position (with Health Care Benefits Plan) and who regularly works the normal full-time hours referred to in Letter 23.
- 1.06 A regular per-diem nurse is a nurse who works less than the normal full-time hours referred to in Letter 23.
- 1.07 This combined agreement contains provisions applicable to full-time nurses and provisions applicable to per diem nurses.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

- 2.01 (a) The Association recognizes the right of the Company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided.
- (b) In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than one (1) year previously nor impose discipline on an employee for falsification of the employee's employment application after a period of one (1) year from the employee's date of hire.

2.02 The Company has the exclusive right to operate and manage its business in all respects in accordance with its obligations and will do so in a manner not inconsistent with the express terms of this Agreement. The Company may make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes in the rules and regulations affecting employees will be discussed with the Association Committee before being put into effect.

2.03 The Ontario Nurses' Association expressed concern regarding possible future loss of employment opportunities through contracting of work to outside firms. Persons other than those covered by this agreement will not be utilized in the plants and offices covered by this agreement to replace Bargaining Unit Employees on work, normally and historically performed by them. The foregoing shall not limit the fulfillment of warranty obligations by vendors nor limit the work which a vendor must perform to prove out equipment.

Notwithstanding recourse to the grievance procedure, if the Union believes the Corporation Company has contracted work to outside firms without giving full consideration to the employment opportunities of employees, the Labour Relations Officer may discuss such matters with Staff Labour Relations.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 (a) Equal Application of Agreement

The Company and the Association, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, national or ethnic origin, colour,

religion, age, sex, (eg. gender identity) marital status, family status, disability, sexual orientation, same sex partnership status, and conviction for which a pardon has been granted. The terms and conditions of agreements between the Company and the Association always have applied equally to all employees, regardless of such considerations.

In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Company and the Association, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, said employee has been denied rights guaranteed by this Agreement or the Ontario Human Rights Code, may complain as provided in the grievance procedure. Any such claim, when presented in writing, pursuant to the grievance procedure, must contain a full statement of the facts giving rise to the claim and the reasons why the employee believes the employee has been discriminated against.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims. The Association agrees that it will encourage members to use the grievance and arbitration procedure with respect to any claim or complaint against the Company which may be made the subject of a grievance under the contract.

(b) (i) Workplace Harassment Policy and Procedure

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

This policy and procedure outlines the commitment of FCA Canada to ensure a harassment-free workplace as required under the Ontario Human Rights Code and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at FCA Canada. Employees who feel that they are being harassed are encouraged to seek protection under this policy. Harassment, discrimination or solicitation, whether verbal, physical or environmental is not acceptable and will not be tolerated.

(ii) Workplace Harassment Defined

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: race, national or ethnic origin, colour, religion, age, sex (eg. Gender identity), marital status, family status, disability, sexual orientation, same sex partnership status, and conviction for which a pardon has been granted. At FCA Canada all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, parking lots, and company related functions.

Workplace harassment includes, but is not limited to, the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, sex, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, graffiti, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Sexual solicitation or advance made with implied reprisals if rejected.
- Refusing to work or share facilities with another employee because of the other's sex, disability, sexual orientation, racial, religious, ethnic background or other prohibited grounds.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

- Mocking prayers, defacing religious articles or icons, insulting comments about religious wear. (c08)

(iii) What Harassment Is Not

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of FCA Canada employees are not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in this organization.

There are occasions when unwanted, offensive behaviour occurs in the workplace that is not covered by any of the prohibitive grounds for harassment or discrimination as defined by the appropriate provincial legislation. Although this behaviour may be unwelcome it is not prohibited in the workplace by Human Rights case law. Behaviour of this nature is not a human rights or discrimination issue.

Complaints concerning behaviour that may be inconsiderate, unwanted and may have a negative effect on the workplace, but exclude elements defined as prohibitive grounds for harassment or discrimination ought to be raised with your immediate supervisor. Where this is inappropriate a complaint may be made to the plant Labour Relations office. It is reasonable to expect these complaints will be handled similarly to other Labour Relations related issues. (c02)

(iv) Filing a Complaint

If an employee believes that the employee has been harassed, that employee should:

- Tell the alleged harasser(s) to stop;
- Document the event(s), complete with the time, date, location, names of witnesses and details for each event.

If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should:

- Immediately report the harassment to the employee's Bargaining Unit President or designate, or if this is not appropriate, to the local Equity Representative and/or Women's Advocate, Manager responsible for Medical Services, or designate of the Director of Labour Relations and Labour Economics.

(v) The Investigation

In minor cases, the Association may try to resolve a harassment complaint informally without a full investigation when so requested by the complainant. However, the following procedure will apply to all complaints requiring investigation:

The person receiving the complaint will advise the Local Human Resources Manager, or such higher authority as may be appropriate, who will arrange an interview with the complainant as soon as possible. This interview and the subsequent investigation will be carried out jointly by the Association and the Company. The investigation team should be comprised of at least one woman, whenever the complaint is sexual in nature.

The investigation will include interviews of the complainant, the alleged harasser(s) and any witnesses. The Association representative of the employee being interviewed may be present with Association members during the interview. Interview timing and location will recognize the need to maintain confidentiality.

The investigation team will inform the complainant promptly as to the results of the investigation and the appropriate actions that have been or will be taken. The complainant will also be encouraged to report any further incidents.

The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only other persons with a need to know will be informed.

Confidential records of the investigation including interviews, evidence and the outcome of the complaint will be maintained in the office of the Director of Labour Relations and Labour Economics.

(vi) Resolution Of The Complaint

If a harassment complaint is proven valid, appropriate corrective action, will be taken against the offending employee.

If, after completion of a thorough investigation, a harassment complaint can neither be proved nor disproved in the view of the investigators, the Local Human Resources Manager in consultation with the Bargaining Unit President, will attempt to resolve the conflict in a manner that is agreeable to all parties.

Complaint resolutions deemed unsatisfactory may be appealed to the National Employment Equity Co-ordinator or the Company Equity Manager. New evidence provided may result in further investigation by the National Employment Equity Co-ordinator and the Company Equity Manager. Unsatisfactory resolutions after further investigation can be appealed to the Master Employment Equity Committee. No grievance may be filed or pursued on resolutions agreed to by the Master Employment Equity Committee without written concurrence of the Ontario Nurses' Association Bargaining Agent and written confirmation of such occurrence to the Director of Labour Relations and Labour Economics.

If it is determined that the complaint has no validity, and was, in fact, lodged with malicious intent, the initiator of the complaint may be subject to action under the misconduct rules outlined in the Employee Guide.

(vii) Right to Refuse

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed, in principle, that in serious cases or when the safety of an employee is being threatened, it may be necessary for that employee to leave the job.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be developed by the Master Employment Equity Committee. This procedure was implemented on June 30, 1994.

- (viii) The Association and FCA Canada will endeavour to resolve all harassment complaints at the local level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of the Provincial Association and/or FCA Canada Staff.

This policy and procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the Association and FCA Canada urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

- (ix) The Union shall hold harmless FCA Canada against any liability which may arise by reason of the implementation of a mutually acceptable resolution of a complaint. Where there is a mutually acceptable resolution, the Association agrees that grievances which may be filed as a result of discipline assumed against an individual alleged to have engaged in harassment will not be filed or pursued without concurrence of the Provincial Association Office and written confirmation of such concurrence to the Director of Labour Relations and Labour Economics.

ARTICLE 4 - REPRESENTATION

- 4.01 The Association may appoint or elect and the Company shall recognize a Bargaining Unit President on the day shift who at the time of the appointment shall have at least twelve (12) months' seniority, shall be on the active payroll of the Company, shall be regularly employed in the jurisdiction the employee represents, and shall at all times when on Company property be subject to the rules and regulations to be observed by employees.
- 4.02 The Company will, on request of the Association, recognize a Vice President or designate of the Bargaining Unit President, who shall be entitled to function during an extended absence of the Bargaining Unit President.
- 4.03 A Bargaining Unit President with prior approval shall be permitted during working hours without loss of time or pay to leave regular duties for a reasonable length of time to investigate and settle grievances.

- 4.04 In seeking the approval to leave their regular duties, the Bargaining Unit President shall specify the nature of the grievance(s) and the employee(s) involved.
- 4.05 The authorization for the Bargaining Unit President to leave work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused and that Bargaining Unit President will perform the work to which assigned at all times except when necessary to leave work to handle grievances as provided herein. Whenever in the opinion of management more than reasonable time is being taken by the Bargaining Unit President to accomplish investigation and adjustment of a grievance, management may decline to approve payment for such time as it may consider to be excessive.
- 4.06 The Bargaining Unit President will be permitted to leave the duties to which they have been assigned for the purpose of attending grievance meetings with management called pursuant to Article (5), Grievance Procedure.
- 4.07 The Association shall notify the Company in writing from time to time of the name of the Bargaining Unit President, the effective date of the appointment and the name of the former Bargaining Unit President being replaced.
- 4.08 (a) The Association may appoint or elect and the Company will recognize a Committee composed of not more than two Association Representatives one of whom shall be the Bargaining Unit President. Conferences between Company representatives and the Association Committee shall occur upon request of either party for discussion of matters other than grievances. Such matters will include, but not be limited to, policies and programs applicable to the nurses, safety, training and professional matters, including workload levels. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented to the Labour Relations Department at the time the conference is requested. A representative of the Ontario Nurses' Association may, on request to the Labour Relations Department, arrange to attend such conferences. The Medical Director may attend the conference upon the request of the Ontario Nurses' Association. Members of the Committee while attending such a conference will receive full pay from the Company for time spent at such a conference which has been requested by the Association.
- (b) The Bargaining Unit President may request the Medical Director to arrange staff meetings to discuss Company medical matters and procedures. Arrangements for such meeting will be made in advance and an agenda will be provided to the Medical Director.

- 4.09 The Company shall recognize two (2) representatives from the ONA Bargaining Unit at negotiations for any renewal collective Agreement. Such representative shall be paid for all time spent in negotiations at their regular rate of pay.
- 4.10 It is a mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. During the life of the collective agreement the parties will meet to discuss having at least one (1) representative selected or appointed by the Union from the ONA Bargaining Unit as a member of the Joint Health and Safety Committee.

For the purpose of promoting the Health and Safety of all nurses, it is agreed that nurses (Medical Department) will be notified by the Labour Relations Supervisor (or designate) of all suspensions and dismissals of employees for threatening or intimidating behavior or if suspension or dismissal results in threats being made at Windsor Assembly Plant. Also, notify nurses of any incident that results in an employee being forbidden to be on FCA Canada property.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 No grievance shall be considered which usurps Management's function.
- 5.02 It shall be optional to the Company to decline to consider any grievance the alleged circumstances of which originated more than seven (7) regular working days prior to its presentation unless the circumstances of the case made it impossible for the employee or for the Association, as the case may be, to know that the employee or the Association had grounds for such a claim prior to that date, in which case it shall be optional for the Company to decline to consider any grievance not filed within seven (7) days from the time that the circumstances would reasonably have become known to the employee or Association, as the case may be.
- 5.03 An employee having a grievance shall present it to management as follows:

STEP ONE

- (a) The Bargaining Unit President or designate may submit a grievance on behalf of an employee or group of employees to the appropriate Company Representative.

- (b) The Bargaining Unit President may, after having arranged the appointment, leave work to discuss the grievance with the appropriate Company Representative.
- (c) If the matter is not disposed of verbally, the Bargaining Unit President may, after having arranged an appointment, leave work to discuss the grievance with Staff Labour Relations, or the designated representative.

STEP TWO

- (d) If the matter is not disposed of verbally, the Bargaining Unit President may present a signed grievance in writing, on forms to be supplied by the Company, to Staff Labour Relations. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, and the provisions of this Agreement that the Company has allegedly violated. Staff Labour Relations shall deal with the grievance and render a decision in writing to the Bargaining Unit President not later than the third regular working day next following the day upon which the grievance is filed.

STEP THREE

- (e) If the decision of Staff Labour Relations is not satisfactory to the employee or Bargaining Unit President, as the case may be, they may appeal therefrom by lodging an appeal in writing with Management's representative within three (3) regular working days of the delivery of the decision.
- (f) If the appeal under 5.03 (e) has been lodged it shall be placed upon an agenda by the Bargaining Unit President for consideration at the conference next following between Management and the Association Committee. Such a conference shall be held not more than once per calendar week and the agenda and the request for a conference shall be supplied to Management's representative at least twenty-four (24) hours before the conference. Management's decision on such appeal shall be rendered in writing promptly thereafter (normally within five (5) working days).

- 5.04 The failure of the grievor or the Association to properly identify the provision(s) of this Agreement that the Company has allegedly violated shall not prejudice the determination of the grievance on its merits.
- 5.05 The grievance procedure equally shall apply to a grievance lodged by a group of employees.

- 5.06 No claims, including claims for back wages, by an employee covered by this Agreement or by the Association against the Company shall be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee or for the Association, as the case may be, to know that the employee or the Association had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing.

ARTICLE 6 - SPECIAL DISCHARGE GRIEVANCE PROCEDURE

- 6.01 At the time discipline/discharge is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by their Bargaining Unit President (or designate). The Employer shall notify the nurse of this right in advance, unless doing so may impact the immediate safety of others.
- 6.02 The following special procedure shall be applicable to a grievance alleging improper discharge of an employee:

The discharged employee may present a grievance in writing through the Bargaining Unit President to the Labour Relations Department within seven (7) regular working days of the discharge and if the grievance was presented through such President the Labour Relations Department will review the discharge with the Association Committee on or prior to the second regular working day following the day on which the grievance was received by them and shall answer such grievance promptly. A probationary employee shall be entitled to grieve with respect to a discharge; provided, however, that the employee shall be deemed to have continued to be on probation, and therefore the Company shall not be held to the same standards as in the case of seniority employees.

ARTICLE 7 - ARBITRATION

- 7.01 Where a grievance alleges improper suspension or discharge of an employee or alleges that an employee has been wrongfully classified, or that there has been a misinterpretation or a violation of this Agreement, the difference between the parties and any grievance involving such suspension, discharge, classification, misinterpretation or violation shall within ten (10) regular work days (excluding Sundays and holidays or days observed therefore) from the date of the decision in the preceding step be referred to arbitration in a manner and under conditions hereinafter set forth.

- 7.02 Upon the written request of the Association on behalf of the employee concerned made to the Company, or upon the written request of the Company made to the Association, any such grievance which has not been settled to the satisfaction of the parties concerned after being carried through the relevant steps of the grievance procedure of this Agreement shall be referred to an umpire. Such umpire shall be chosen either by mutual agreement of the parties involved or, failing such agreement within five (5) regular work days (excluding Sundays and holidays or days observed therefor) from the date of the written request for arbitration, by the Minister of Labour for the Province of Ontario. If the Association requests the arbitration and fails within sixty (60) days from the date of the written request therefor to request the appointment of an umpire by the Minister of Labour, such failure shall constitute dismissal of the grievance.
- 7.03 The Company, and the Association on behalf of the employee concerned, shall within three (3) regular work days (excluding Sundays and holidays or days observed therefor) prior to the date of the hearings as fixed by the umpire sign a joint stipulation of the dispute or question which is to be arbitrated. Such stipulation shall contain a statement of the issue in dispute and in addition may include a brief statement of the position of the Company as well as a brief statement of the position of the Association on the question at issue.
- 7.04 The arbitration hearing shall be held at the place mutually agreed upon by the parties, or, failing agreement, as fixed by the umpire. If the hearing is not held within six (6) months of the appointment of the umpire, unless the delay is caused solely by the umpire, then those grievances scheduled for such hearing shall be considered as having been finally disposed of. Such six-month period may be extended by mutual agreement of the parties.
- 7.05 The jurisdiction of the umpire shall be limited to a decision on the dispute or question set forth in the stipulation. In arriving at the decision the umpire shall not change or disregard any provisions of the Agreement nor establish or change any salary or rate of pay. All decisions of the umpire arrived at in accordance with the provisions of this Agreement shall be final and binding on the Company and all persons concerned. The umpire, however, shall have power to modify or set aside any penalty imposed by the Company relating to the grievance then before the umpire.
- 7.06 An allegation involving the interpretation or violation of any provision of this Agreement may be lodged in writing by the Bargaining Unit President with the Director of Labour Relations and Labour Economics. Upon failure of the Company and the Association to agree on a settlement of the issue, it may be appealed to an umpire, within the time, in the manner, and to the extent

set forth in the Agreement. The Association will not use this privilege to circumvent any provisions of this Agreement.

- 7.07 The expense, if any, of the umpire shall be divided equally between the Company and the Association and shall be paid by them.

ARTICLE 8 - SENIORITY

- 8.01 (a) Newly employed nurses shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period the employee shall be entered on the seniority record retroactive to their date of hire. There shall be no seniority among probationary employees.
- (b) Where a probationary employee's performance is unsatisfactory, the Supervisor will review the employee's performance with the Bargaining Unit President (or designate).

- 8.02 The Company will provide to the Bargaining Unit President an up-to-date seniority record once a year by January 31st and when amended for the Bargaining Unit President to ascertain the seniority status of any employee within the employee's jurisdiction.

8.03 Change of Address

Employees shall notify the Management of any change of address.

8.04 Loss of Seniority

An employee's seniority rights and employment relationship shall terminate if:

- (a) If the employee quits;
- (b) If the employee is discharged and such discharge be not reversed through the grievance procedure;
- (c) If the employee is absent for three (3) consecutive working days without notifying the supervisor and giving a satisfactory reason;
- (d) If the employee fails to return to work within five (5) regular working days after notification to do so to the employee's address on record with the Company unless the employee furnishes satisfactory reasons for such failure;

- (e) If the employee does not perform work for the Company in its offices at Windsor for a period equal to the employee's seniority at the date when the employee last performed work for the Company.
- (f) If the employee receives a permanent total disability benefit under a group life insurance policy held by the Company.
- (g) If the employee retires or receives a pension under the Pension Plan.

ARTICLE 9 - LAYOFF AND RECALL

9.01 The management will give twenty-four hours notice of layoff to employees and to the Bargaining Unit President, unless such notice cannot be given because of circumstances beyond the control of Management.

Layoff and Recall

- 9.02 (a) If there is a reduction in the working force for a definite period of time of a known duration, employees will be laid off by classification and by shift as follows:
- (i) Probationary employees will be laid off.
 - (ii) Employees with less than one (1) year of seniority will be laid off, according to seniority.
 - (iii) Employees with one (1) year or more of seniority may, if they so elect, be laid off in the inverse or descending order of their seniority, with the most senior employee being laid off first. Employees will be advised of the expected duration of the layoff and their expected return date.
 - (iv) If the expected duration of the layoff herein is subsequently extended to a later but definite date, employees laid off pursuant to (iii) above, will be afforded the option of returning to work on the date originally scheduled to return or remaining on layoff for the duration of the extended period. An employee who elects to return on the originally scheduled return date will displace the least senior employee on the classification and shift.
 - (v) If it becomes necessary to recall employees laid off under Sub-section (a)(iii) prior to the date originally planned, they will be recalled in the ascending order of their seniority with the

most junior employee on the affected shift and classification being recalled first.

- (vi) If, after employees are laid off under Subsection (a)(iii), it is determined that the layoff will be extended for an indefinite period of time, the work force will be adjusted within seven (7) calendar days in accordance with Subsection (b).
 - (vii) If the duration of the layoff pursuant to Subsection (a) is expected to exceed fourteen (14) calendar days, the Union will be so notified. At the request of the Union, Management will consider employees, by classification on all shifts as being on one (1) shift for the purposes of Subsection (a)(iii), or the Union may request that the provisions of Subsection (a) be waived and that the layoff be made in accordance with Subsection (b). Either of such requests shall be made in writing by the Union within twenty-four (24) hours of the time the Union is notified of the layoff.
- (b) In the event of a decrease in force, other than as provided in (a), employees shall be laid off in accordance with their seniority ranking. The Company shall not be required to promote or transfer an employee to a higher-rated job of an employee of lesser seniority at the time of a layoff unless the employee has previously been regularly assigned to and has satisfactorily performed and has the present ability to perform the higher-rated job.
 - (c) In the event of an increase in force, other than as provided in (a), in higher-rated jobs or if a vacancy occurs in a higher-rated job, the highest seniority employee, who has previously been regularly assigned to and satisfactorily performed and has the present ability to perform the higher-rated job shall be transferred to the higher-rated job.
 - (d) In the event of a decrease in force, other than as provided in (a), full time nurses shall be laid off in accordance with their seniority ranking. Those employees impacted will be allowed to choose to be placed on indefinite layoff or will be allowed to return to per diem status and the ranking and status of per diem nurses will be adjusted accordingly. Those electing to be placed on layoff will be eligible for recall when a full-time opening is available provided there is no impact to the on-roll number. Those electing to return to per diem status shall remain a per diem until a full-time opening occurs at which time benefit eligibility will be resumed. An election made by a full-time nurse to be placed on lay off or to return to per diem status

will not change seniority ranking for the purposes of recall to a full time opening when it occurs.

ARTICLE 10 - CHECK-OFF

- 10.01
- (a) The Company will deduct from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Association dues of each such employee. The Association shall notify the Company in writing of the amount of such dues from time to time. The Company will send to the Association once each month its cheque for the dues so deducted for the prior month, along with a list of names of the nurses from whose pay deductions have been made, the amount of such deduction and each nurse's employee/payroll number.
 - (b) The deductions on the records of the Company shall constitute the sums so deducted as money held by the Company in trust for the Association.
 - (c) In case where a deduction is made that duplicates a payment that an employee has already made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-laws, refunds to the employee will be made by the Association.
 - (d) The Company shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from salaries earned by employees.
 - (e) The Association shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the check off by the Company of Association dues from employees' salaries in accordance with this Agreement.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Association Leave

The management upon being shown good and sufficient reason may grant an employee leave of absence without loss of seniority.

However, before an employee may be granted a leave of absence for the purpose of attending to Association business, a written request for such

leave must be submitted to the Labour Relations Department of the Company by the Bargaining Unit President and such written request must assure the Company that the Association business referred to deals directly with the Company or is for the purpose of attending as an official delegate to an Association convention or is serving as an elected member of the Board of Directors of the Ontario Nurses' Association.

11.02 Educational Leave

A leave of absence for a period not to exceed one (1) year without loss of seniority may be granted an employee with one (1) or more years of seniority in order to attend a recognized college, university, or trade or technical school full time, provided the course of instruction is related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted the employee as a student, and on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year.

11.03 Pregnancy/Parental Leave

A leave of absence for up to one (1) year without loss of seniority will be granted a full-time employee to be absent due to pregnancy.

The Company will apply the Provincial legislation with respect to requests for Parental Leaves of Absence.

11.04 Bereavement Leave

(a) When death occurs in the employee's family, a seniority employee, on request, will be excused, and after making written application therefor, receive payment for the number of normally scheduled eight (8) hour days of work as indicated below including scheduled Saturdays (exclusive of overtime premium) but excluding non scheduled Saturdays, Sundays and holidays, or, in the case of seven-day operations, excluding regular off days and holidays) within the ten (10) calendar day period immediately following the date of death, provided appropriate documentation regarding the death is submitted to the company.

3 Days • stepparent or grandparent, parent, step-parent or grandparent of current spouse, stepchild, grandchild, stepbrother, stepsister, half-brother, half-sister, son-in-law or daughter-in-law.

4 Days • spouse, parent, child, sister or brother (defined as immediate family).

- (b) The employee shall receive Bereavement Pay for the first three (3), or four (4) if applicable, consecutive full working days on which the employee is absent during the period established in Subsection (a).
- (c) Payment shall be made at the employee's straight time hourly rate on the last day worked exclusive of overtime premiums but inclusive of shift and seven-day operations premium and the amount of any cost-of-living allowance then in effect. Time thus paid will not be counted as hours worked for purposes of overtime.
- (d) In the event an employee is granted a leave of absence because of the illness of a member of the employee's immediate family and such family member dies within the first fourteen (14) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.

11.05

Jury Duty

An employee who is called to and reports for jury duty (including coroner's juries) shall be paid for each day the employee reports for jury duty an amount equal to one-fifth (1/5th) of the employee's base weekly salary, exclusive of shift, overtime and any other premiums, on the last day worked, less jury duty fee paid the employee by the court in which the employee serves (not including travel allowances or reimbursement of expenses), provided that payment shall be made only for those days of the work week the employee otherwise would have been scheduled to work for the Company.

In order to receive payment under this Section, an employee must give the Company prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which the employee claims such payment. An employee who is called to and reports for an interview or an examination to qualify the employee for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

This Section 11.05 is not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 12 - NO STRIKE OR LOCKOUT

- 12.01 It is agreed that the Association and its members individually and collectively shall not, during the term of this Agreement, cause, permit, or take part in any strikes, picketing, sit-down, stay-in, slow-down, or other curtailment or restriction of production or interference with work in or about the Company's plants or premises and the Company agrees not to engage in a lockout. Any employee who violates this section will be subject to discharge.
- 12.02 In the event that any dispute between the Company and any organization or group of employees excluded from the bargaining unit results or threatens to result in a strike, work stoppage, or other interference with the Company's business, the Association agrees and each member of the Association agrees that, regardless of the organization or group involved in any such dispute, employees represented by the Association will continue to report for duty and will make every reasonable effort to fully discharge their duties.

ARTICLE 13 - VACATION

13.01 Eligibility

- (a) An employee will earn credit toward vacation with pay in accordance with the following schedule for the vacation year:

**Continuous Service
on December 31
of the year during
which the vacation
credit is earned**

Vacation

less than 1 year*	0.5 working days of vacation for each month of credit up to a maximum of 5.0 working days of vacation.
1 year but less than 2 years*	1.00 working days of vacation for each month of credit up to a maximum of 10.0 working days of vacation.
2 years but less than 3 years*	1.10 working days of vacation for each month of credit up to a maximum of 11.0 working days of vacation.

3 years but less than 5 years	1.75 working days of vacation for each month of credit up to a maximum of 17.5 working days of vacation.
5 years but less than 10 years	2.00 working days of vacation for each month of credit up to a maximum of 20.0 working days of vacation.
10 years but less than 15 years	2.25 working days of vacation for each month of credit up to a maximum of 22.5 working days of vacation.
15 years, but less than 20 years	2.50 working days of vacation for each month of credit up to a maximum of 25.0 working days of vacation.
20 or more years	3.00 working days of vacation for each month of credit up to a maximum of 30.0 working days of vacation.

*Applicable to employees hired after May 19, 2008

- (b) Credit will be earned effective only for those months in which an employee works the majority of work in the month. If an employee who works the majority of days in each of less than ten (10) months is entitled to a fraction of a day of vacation, the employee may take one-half (1/2) day of vacation if the fraction is one-quarter (1/4) day or one-half (1/2) day; or the employee may take a full day of vacation if the fraction is three-quarters (3/4) of a day. Time spent on a scheduled vacation while on the active roll will be considered as time worked for the purpose of computing vacation credits. Time spent on a disability absence for which an employee receives Salary Continuation or disability absence due to compensable injury or legal occupational disease will be considered time worked for the purpose of computing vacation credits, provided the employee works during the calendar year in which such credit is earned.
- (c) (i) If, as of December 31 of the year during which the vacation credit is earned, an employee who was hired during such year had (a) at least three (3) months continuous service and (b) worked at least three (3) months but earned less than five (5)

working days' vacation, the employee shall be eligible in the year in which vacation is taken for the number of non-accrued vacation days sufficient to bring the total number of vacation days both earned and non-accrued to five (5) working days.

- (ii) If a laid off seniority employee is reinstated during the year in which the vacation credit is earned and works at least three (3) months (whether continuous or not) but earns less than five (5) working days vacation as of December 31, such employee shall be eligible in the year that vacation is taken for that number of non-accrued vacation days sufficient to bring the total number of vacation days to five (5) working days less the number of vacation days that were accrued during the year and for which the employee was paid at time of layoff.
- (d) Non-accrued vacation days granted employees pursuant to Section (c) shall be used only after all earned vacation for the year has been used. Unused, non-accrued vacation days shall be forfeited if not taken in the vacation year at time of separation irrespective of the reasons for the separation. No employee shall be entitled to non-accrued vacation days prior to completing six (6) months of continuous service.

13.02 Vacation Period

- (a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. Each year, employees of each plant may request the period during which they wish to take a vacation. If the number of employees who select a particular vacation period exceeds the number who can be released without affecting the efficient operation of the department concerned, the employees whose vacation requests are granted will be selected according to seniority or by any other method mutually agreed upon by the parties. Upon request, the Bargaining Unit President may review the vacation schedules with the designated representative of management.
- (b) Vacations will be taken in a period of consecutive days. Vacation may be split into one or more weeks, providing such scheduling will not interfere with operations. Employees will be permitted to take single days of vacation provided it does not interfere with the scheduling of consecutive days of vacation.

No more than three (3) weeks' vacation will be allotted any Nurse initially during the prime time vacation period from the last full week

of June through the first full week of September inclusive. Notwithstanding the above, when additional weeks remain available to be scheduled within the defined prime time period, such weeks will be granted by seniority.

- (c) When a holiday is observed by the Company on a day during the Monday through Friday workweek, or a day is designated during the Monday through Friday workweek by the Company in lieu of a holiday and such day occurs during a scheduled vacation, the vacation will be advanced or extended one day continuous with the vacation.
- (d) A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each calendar year, provided, however, an employee who is on a disability absence for a complete calendar year, and who returns to work in the year following a year of disability absence, shall be entitled in accordance with Article 13.03, Transfer and Termination, to the number of days of vacation the employee earned in the year immediately prior to the year of disability, provided the employee has not used or received pay for such vacation day.
- (e) A vacation may not be waived by an employee and extra pay received for work during that period.
- (f) No allowance will be made for sickness or other incapacity occurring during vacation except that an employee prior to the first day of scheduled vacation who is on a disability absence or who, during the vacation, is hospitalized for one or more full weeks, may, upon return to work and upon presentation of due proof of hospitalization or disability absence as required under the Salary Continuation Plan, reschedule during the current calendar year the number of days of vacation of which the employee was on a disability absence or was hospitalized; provided, further, the rescheduling of such days of vacation does not require the rescheduling of any other employee's vacation and does not adversely affect the efficient operations of the department concerned.

13.03

Transfer and Termination

- (a) An hourly employee transferred to salary will be eligible in accordance with Article 13 for a salaried vacation based on Company service if the employee has not received a payment in lieu of vacation during the current year.

- (b) If a salaried employee is laid off, separated for a leave of absence for military service, or retires or dies, the employee or the estate in the case of death, will receive any unused vacation credit, including that accrued in the current calendar year, provided however, that a salaried employee laid off for a short period of time of known duration or temporarily separated will not automatically receive any unused or accrued vacation credits at the time of layoff or temporary separation. In the event the duration of such layoff or temporary separation becomes indefinite, the employee will receive any unused or accrued vacation credits. A recalled employee who received accrued vacation credits at time of layoff or temporary separation or subsequently during layoff or temporary separation for the current calendar year will have such credits deducted from the employee's salaried vacation or hourly payment in lieu of vacation for the following year.
- (c) If a salaried employee is otherwise separated from employment, or is transferred to an hourly-rated job, the employee will receive any unused vacation credit only as of the preceding January 1 and will not be eligible for an hourly payment in lieu of vacation in the current calendar year.
- (d) An employee returning from a leave of absence, who has not worked in the current calendar year, shall not be eligible for vacation accrued in the previous calendar year until the employee has returned to work for thirty (30) calendar days following expiration of the leave of absence or is subsequently laid off, whichever occurs sooner. If there are less than sixty (60) calendar days before the expiration of the current calendar year, the employee shall be eligible for vacation accrued in the previous calendar year upon working one-half (1/2) of the working days which remain in the year.

13.04 Rate During Vacation

Employees shall receive their regular salary plus cost-of-living allowance in effect when the vacation is taken inclusive of shift premium but exclusive of overtime and any other premium. They shall receive an improvement factor increase on a pro-rata basis if it should go into effect while they are on vacation. Employees paid accumulated vacation credits upon separation shall receive their regular base salary including any cost-of-living allowance, but excluding any other premiums or adjustments, occurring subsequent to the last day worked.

ARTICLE 14 - WORKING HOURS

14.01 Shift Premium and Hours

- (a) Employees regularly employed on the second or third shift shall receive in addition to their regular pay for the pay period five (5) per cent and ten (10) per cent, respectively, additional compensation.
- (b) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

14.02 Time and One-Half

Time and one-half will be paid as follows:

- (a) For time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.
- (b) For time worked on Saturday, except when a shift starts on Friday and continues into Saturday; provided, that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half.

14.03 Double Time

Double time will be paid as follows:

- (a) For time worked on the calendar Sunday;
- (b) or time worked on the calendar holidays designated in Section

14.04 Holiday Provisions

January 1, 2021	New Year's Day
April 2, 2021	Good Friday
April 5, 2021	Monday after Easter
May 21, 2021	Friday before Victoria Day
May 24, 2021	Victoria Day
July 2, 2021	Canada Day
September 3, 2021	Friday before Labour Day
September 6, 2021	Labour Day
October 11, 2021	Thanksgiving Day
November 12, 2021	Remembrance Day

December 24, 2021)	
December 27, 2021)	
December 28, 2021)	Christmas
December 29, 2021)	Holiday
December 30, 2021)	Period
December 31, 2021)	
April 15, 2022		Good Friday
April 18, 2022		Monday after Easter
May 20, 2022		Friday before Victoria Day
May 23, 2022		Victoria Day
July 1, 2022		Canada Day
September 2, 2022		Friday before Labour Day
September 5, 2022		Labour Day
October 10, 2022		Thanksgiving Day
November 11, 2022		Remembrance Day
December 26, 2022)	
December 27, 2022)	Christmas
December 28, 2022)	Holiday
December 29, 2022)	Period
December 30, 2022)	
January 2, 2023)	
April 7, 2023		Good Friday
April 10, 2023		Monday after Easter
May 19, 2023		Friday before Victoria Day
May 22, 2023		Victoria Day
June 30, 2023		Canada Day
September 1, 2023		Friday before Labour Day
September 4, 2023		Labour Day
October 9, 2023		Thanksgiving Day
November 10, 2023		Remembrance Day
December 25, 2023)	
December 26, 2023)	Christmas
December 27, 2023)	Holiday
December 28, 2023)	Period
December 29, 2023)	

14.05 Employees who work on a holiday which is celebrated other than on Saturday or Sunday will also receive their regular salary for such holiday.

14.06 Eligibility

An employee on the active roll on the holiday who received regular salary for the day preceding or for the day following the holiday or received regular salary for the day preceding or the day following the day the Company designates in lieu of such holiday, or returns to work from layoff or an approved leave of absence on the Tuesday immediately following a Monday

holiday, will receive regular salary for such day if the employee otherwise was available and scheduled to work on such observed or designated day.

14.07 Failure to Work

An employee who may be requested to work on a holiday and who accepts such holiday work assignment and then fails to report for and perform such work, without reasonable cause, shall not receive regular pay for such holiday.

14.08 Overtime Pyramiding Prohibited

The allowance of overtime or premium pay (other than shift premium) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

14.09 Reporting Pay

A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at the rate of pay for which they are scheduled. The nurse shall be required to perform any nursing duties assigned by the Employer which they are capable of doing, if their regular duties are not available.

ARTICLE 15 - WAGES

15.01 Cost-of-Living Allowance

Effective with the adjustment scheduled for September 2023, the cost-of-living-allowance shall be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (2002=100).

Effective at Beginning of First Pay Period Commencing on or After:	Based on Three-Month Average of the Consumer Price Index for:
September 4, 2023	May, June, July 2023

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index Point.

The amount of the cost-of-living-allowance effective the beginning of the pay period commencing January 2, 2021 and ending September 4, 2023 shall be sixty-one cents (61¢) per hour. This shall be applicable to all

nurses.

Effective September 4, 2023 the cost-of-living-allowance for all nurses shall be adjusted as follows:

The COLA base is the average of the February, March, and April 2023 Canadian Consumer Price Index (2002=100).

There will be a one cent (1¢) adjustment for each 0.038 change in the average index from the COLA base until December 31, 2023.

15.02 General Increases

Effective January 1, 2021 - Two and one-half percent (2.5%) increase in base wage rate for Full-Time nurses

Effective January 1, 2022 - Four percent (4.0%) lump sum payment in lieu of base wage rate increase for active nurses based on previous twelve months earnings

Effective January 1, 2023 - Two and one-half percent (2.5%) increase in base wage rate for Full-Time nurses

Per Diem Nurses hired on or After January 1, 2006 shall be paid at a rate of pay according to Exhibit B:

Full retroactivity for all monetary increases to January 1, 2021 to paid by separate cheque within one (1) month of the ratification of this agreement.

15.03 Lump Sum Payments

During the 2017 negotiations the company agreed to:

- Provide lump sum payments prior to the Christmas Shutdown in December 2021 and 2022 (new hires receive a prorated amount in their first year of employment) as follows:
 - \$2,000 to all Full-time Nurses and Per Diem Nurses currently scheduled and working 40 hours per week
 - \$1,000 to all (Casual) Per Diem Nurses currently scheduled and working less than 40 hours per week

15.04 Four Percent Lump Sum Payment

- (a) During negotiations, the Company agreed each eligible nurse on the active roll and inactive roll as of the eligibility date below, shall receive a lump sum payment representing four (4%) percent of such qualified earnings, as defined in paragraph (c), in accordance with the following:

Eligibility Date	Payable During Week Beginning
January 3, 2022	January 24, 2022

- (b) A nurse's lump sum payment is based on the employee's qualified earnings, as defined in paragraph (c), earned within the fifty-two (52) pay periods immediately preceding the pay period in which the designated eligibility date falls.
- (c) Qualified earnings are defined as the following payments received by an eligible nurse from the company during the period set out in paragraph (b):
- Hourly Base Wage (including overtime, Saturday, Sunday and holiday premiums);
 - Shift Premium;
 - Vacation Pay;
 - Holiday Pay;
 - Bereavement Pay; and
 - Jury Duty Pay

ARTICLE 16 – NOTICE PURSUANT TO AGREEMENT

- 16.01 Notices required to be given under this Agreement shall be in writing and shall be sufficient if sent by e-mail addressed to the appropriate recipient personally. All notices required by the Company will be sent to the Bargaining Unit President and the Labour Relations Officer.

ARTICLE 17 - TERMINATION

- 17.01 Subject to any provision of law or any regulation having the force of law, this Agreement shall continue in effect until 11:59 p.m., December 31, 2023, and shall thereafter continue for a further period of one year unless either party gives written notice to the other party, not earlier than 90 days but not less than sixty (60) days before the expiration date that it desires revision, modification or termination of this Agreement.

ARTICLE 18 - PER DIEM EMPLOYEES

Per Diem Employees Hired on or prior to December 31, 2005

The terms and conditions of employment for employees referred to in Article 1.01 (a) (ii) shall be established in accordance with the Collective Agreement except as written within this Article.

1. A per diem rate of pay according Exhibit A.
2. A per diem cost-of-living allowance based on the weekly equivalent divided by 5. Cost-of-living allowance shall be paid on the same basis as are regular full-time nurses.
3. Holiday pay provided that the employee works the Company's last scheduled work day immediately preceding and the Company's first regular work day immediately following the holiday.
4. Vacation pay in accordance with statutory requirements.
5. Time spent working as a part-time employee will be taken into account in establishing a rate of pay and for phase-up purposes for a part-time employee transferred to permanent status. A part-time employee promoted to a permanent position will not be required to serve a probationary period provided the employee has worked ninety (90) shifts for the Company.
6. Bereavement and Jury Duty pay will be provided to per diem nurses if the per diem nurses were otherwise scheduled to work, in accordance to Article 11.04 and 11.05.
7. Maternity/Adoption/Parental leave in accordance with the Employment Standards Act. Time spent on such leave will be credited using the average of the hours worked in the 26 weeks prior to the employee's last day worked.
8. The following Letters will not apply to these per diem employees: Letter 3 (a), (b), (d), Letter 9, Letter 17, Letter 19, Letter 22.

Per Diem Employees Hired on or after January 1, 2006

1. Effective January 1, 2017, a per diem rate of pay in accordance to Exhibit B.
2. A per diem cost-of-living allowance based on the weekly equivalent divided by 5. Cost-of-living allowance shall be paid on the same basis as are regular full-time nurses.
3. Holiday pay provided that the employee works the Company's last scheduled work day immediately preceding and the Company's first regular work day immediately following the holiday.
4. Vacation pay in accordance with statutory requirements.
5. Time spent working as a part-time employee will be taken into account in establishing a rate of pay and for phase-up purposes for a part-time employee transferred to permanent status. A part-time employee promoted to a permanent position will not be required to serve a probationary period provided the employee has worked ninety (90) shifts for the Company.

6. Bereavement and Jury Duty pay will be provided to per diem nurses if the per diem nurses were otherwise scheduled to work, in accordance to Article 11.04 and 11.05.
7. Maternity/Adoption/Parental leave in accordance with the Employment Standards Act. Time spent on such leave will be credited using the average of the hours worked in the 26 weeks prior to the employee's last day worked.
8. The following sections / letters will not apply to these per diem employees: Letter 3 (a), (b), (d), Letter 9, Letter 17, Letter 19, Letter 22.

ARTICLE 19 – MISCELLANEOUS

- 19.01 ONA will assemble the collective agreement at a 50/50 cost share between the Company and the Union.

DATED at Windsor, Ontario this 27th day of April, 2022.

FOR THE EMPLOYER:

Brad Devine

James Coates

FOR THE UNION:

Margaret Marcotte

Labour Relations Officer

Kim Gray

Bargaining Unit President

APPENDIX "A"**WEEKLY SALARY RANGES****SCHEDULE A**

Top
Progression

	<u>Minimum</u>	<u>Rate</u>	<u>Maximum</u>
January 1, 2021	\$1615.50	\$1795.48	\$1902.22
January 1, 2023	\$1655.89	\$1840.37	\$1949.77

SCHEDULE B

Top
Progression

	<u>Minimum</u>	<u>Rate</u>	<u>Maximum</u>
January 1, 2021	\$1664.07	\$1852.75	\$1951.65
January 1, 2023	\$1705.67	\$1899.07	\$2000.44

NEW HIRES

An employee will be hired at the Minimum of the classification (Schedule A) unless management determines that an employee's qualifications and experience warrant a higher salary. If an employee on classification 4680 Nurse Registered has actually worked for the Company on such classification a minimum of twelve (12) years the employee shall be reclassified to classification 4681 Industrial Nurse Registered (Schedule B) provided the employee has performed satisfactorily on classification 4680 Nurse Registered level of work. The salary of an employee promoted to the 4681 Industrial Nurse Registered classification will be increased to provide at least a 5% increase. Notwithstanding any of the foregoing, in no case will the employee's salary be increased above the maximum rate.

PROGRESSION

The progression range is that portion of the salary range from the minimum of the grade to the top progression rate for the grade. For the purpose of computing six (6) month progression increases, credit will be earned only for those months in which an employee works the majority of days in the month. Days worked will include regular vacations (including supplemental vacation days) and all days actually worked in the Monday through Friday workweek. Overtime, days for which Salary Continuation payments are

made, or other absence will not be considered as days worked. Progression time shall not be accrued for time worked at the top progression rate or in the merit range of a grade. An employee whose salary is within the progression range of the grade will receive progression increases, not to exceed the Maximum of the grade, of 2% of base salary. An employee whose salary is less than 2% below the top progression rate shall receive a 2% progression increase.

**EXHIBIT A
PER DIEM RATE**

Effective	January 1, 2021	January 1, 2023
Starting Rate	\$335.13	\$343.51
200 Shifts Worked	\$337.92	\$346.37
400 Shifts Worked	\$340.71	\$349.23
600 Shifts Worked	\$343.58	\$352.17
800 Shifts Worked	\$346.45	\$355.11
1000 Shifts Worked	\$349.32	\$358.05

**EXHIBIT B
PER DIEM RATE**

Rate Schedule	Current	Effective January 1, 2021	Effective January 1, 2023
Starting Rate	\$32.00	\$32.91	\$33.85
200 Shifts Worked	\$32.75	\$33.66	\$34.60
400 Shifts Worked	\$33.50	\$34.41	\$35.35
600 Shifts Worked	\$34.25	\$35.16	\$36.10
800 Shifts Worked	\$35.00	\$35.91	\$36.85
1,000 Shifts Worked	\$35.75	\$36.66	\$37.60
1,200 Shifts Worked	\$36.50	\$37.41	\$38.35

LETTERS

(1) Jurisdiction – Bargaining Unit President

This letter will confirm the agreement entered into this date with regard to the jurisdiction of the Bargaining Unit President. The jurisdiction of the Bargaining Unit President or designate as provided in 4.02 shall be the bargaining units as set forth in Article 1.

(2) Overtime Notice

It is the policy of the Company when overtime work for Saturday and Sunday is scheduled in advance (i) to give notice on Thursday of overtime work on Saturday, and (ii) to give notice on Friday of overtime work on Sunday. When overtime on Monday to Friday is scheduled in advance it is the Company's policy to give notice before the end of business of the day before the overtime is to be worked.

When the need for overtime is not anticipated or known and therefore is not so scheduled, notice will be given as far in advance as the time and circumstances in each case permit. Failure to give such notice will not relieve employees of their obligation to work as scheduled.

(3) Benefit Plans

The Company will continue to make available to eligible employees covered by this Agreement between FCA Canada and the Ontario Nurses' Association:

- (a) The Salaried Employees' Saving Plan;
- (b) The Major Medical Benefits Plan for Clerical, Engineering and Technical Employees (effective October 1, 1982), including eligible retired employees with the applicable contributions as provided thereunder, provided, however, that effective December 1, 1976 the Company will contribute for each eligible employee who is actively on the payroll at any time during a month (an employee is not regarded as actively on the payroll during the period the employee is on strike, or leave of absence or laid off) the premium for the following month's coverage for Major Medical Expense Benefits;
- (c) The FCA Canada Salaried Employees' Retirement Plan;
- (d) Income Protection Plan.

As said programs and plans may be modified or amended from time to time for as long as it makes the same available to other non-represented Professional Administrative and Management employees of the Company during the term of the above-mentioned Collective Agreement, and on the same terms and conditions as it makes the same available to such other employees.

Said programs and plans are not conditions of employment nor a part of any agreement between the Company and the Association, and the Company may revoke, terminate, suspend, modify or change them and interpret and apply them or any of them at any time and in its sole discretion. The Association hereby waives all rights or claims of right to bargain collectively with respect to said programs or plans or any similar program or plan or any supplementary or substitute program or plan or the application or interpretation thereof or to require or attempt to require the Company to do so. However, the Company will advise the Association in writing of any changes in said programs or plans. If a question arises as to the application or interpretation of any of these plans or programs the matter may be discussed with the Manager, Benefits, Hourly Compensation and Employment.

(5) Work Schedules

During the course of the negotiations, the parties discussed the work schedule for regular assignments and an overtime agreement which would provide for a fair and equitable distribution of work for full-time and per diem nurses employed by the Company in the Windsor Area Plants and Offices and represented by your Association.

The Company agreed to assign the regular scheduling of work and the overtime scheduling for full-time and per diem registered nurses to the Bargaining Unit President or designate. The Bargaining Unit President or designate assigned these responsibilities will work with a member of management to ensure our mutual intent of a fair and equitable schedule and overtime agreement is attained. Current scheduling practices and guidelines in place at the time of signing will be maintained. The parties agree to discuss any changes to this practice prior to implementation.

Therefore, upon written receipt by the Company of the Notice of Ratification of the Collective Agreement, the parties hereby agree to the following:

1. A permanent schedule will be developed to ensure that all full-time registered nurses are scheduled to work all assignments on a continuous basis. The schedule will be changed from time-to-time by the parties considering the needs of the Medical Department to create or eliminate assignments.

2. The practice for the scheduling of overtime, including holiday overtime, for full-time and per diem registered nurses will be done in a fair and equitable manner. This will be achieved by offering overtime shifts in order of rotational seniority basis to all Nurses. The parties agree to the practice which allows for the equalization of overtime acceptable to your Association and provide for an efficient operation.
3. Notification of assignments, changes in nursing assignments and the notification of overtime assignments for all full-time and per diem registered nurses will also be assigned to the member of your association.
4. Per diem nurses will be required to commit their availability to be scheduled either 40 hours per week excluding weekends or 24 hours per week excluding weekends, subject to shifts being available, and such commitment shall be reviewed in November of each year.

Further, upon request of the Association, the Company is willing to meet and discuss future mutually acceptable modifications to this understanding.

(6) Status of Newly-Hired Nurses

The company and union agree to meet if needed to discuss the status of new employees hired as Registered Nurses at FCA Canada prior to the completion of their probationary period.

The Company agrees that the Bargaining Unit President or designate shall be allowed a period of forty-five (45) consecutive minutes during regular working hours to interview newly hired Registered Nurses during their orientation period. During such interview, membership forms may be provided to the nurse. The interview will take place as a stand alone meeting during the first week of orientation at a time mutually agreed between the Union and the Company. The Company will advise the Bargaining Unit President, or designate, of the names of all newly hired nurses to be interviewed.

(7) Shift Exchanges

During the recent negotiations of the Collective Agreement the parties discussed the Ontario Nurses' Association's proposal to allow Registered Nurses to exchange shifts.

As a result of these discussions, the Company informed the Association of their intent to allow Registered Nurses, upon request to exchange shifts, for good cause, provided the efficient operation of the Medical Department is maintained and the Company does not incur a cost penalty. In the event

the Manager responsible for Medical Services determines this understanding is not being followed notification will be given to the Bargaining Unit President and a meeting will be scheduled to discuss the matter. The Bargaining Unit President may request the Labour Relations Officer of the Ontario Nurses' Association and the Company Labour Relations Representative to attend such meeting.

(9) Banking-Overtime

During these negotiations the parties discussed allowing represented nurses an informal arrangement to bank overtime hours worked in lieu of receiving pay on a trial basis. The intent of this arrangement would be to allow an employee to bank the hours at the appropriate rate and receive comparable hours off with the approval of Management.

The parties agree that the amount of hours a full time employee would be allowed to bank must not exceed eighty (80) hours and the amount of hours a nurse in forty (40) hour Per Diem positions would be allowed to bank must not exceed twenty-four (24) hours. Banked hours, when taken, will not exceed more than two consecutive work days (Monday to Friday) in a regular workweek except during periods of layoff.

Salary Administration, Salary Labour Relations and the Department Management agree the implementation of this plan must not interfere with the efficiency of the operation. The Company reserves the right to modify, limit the banking of overtime hours worked and not paid, the period of time in which hours off may be taken, and also to terminate this arrangement.

(11) Plant First Aid Stations

During periods of plant shutdown and retooling cleaning cycles of first aid stations will be maintained in order to provide acceptable standards of housekeeping for such facilities.

The Company and the Union agree to review, at a later date, facility concerns in the first aid stations which include, but are not limited to, the flooring, the door to the waiting room, and the installation of plexiglass and partitions between nursing stations to improve confidentiality in these locations.

(12) Scheduling by President

The Bargaining Unit President will be permitted up to two (2) days per month for the purpose of scheduling of work, overtime assignments for full-time and per diem nurses and other administrative duties.

(13) Meeting - Benefits Representatives

Benefits Representatives of the parties will meet once yearly or as needed for the purpose of discussing Benefit Programs applicable to ONA members. The ONA Benefit Representative will be paid at the regular rate of pay for attendance at the meeting.

(16) Pension

During these negotiations the parties discussed the Non Contributory Pension Plan. It was agreed that eligible employees covered by the four year Agreement dated February 25, 2020 between FCA Canada and the Ontario Nurses' Association are covered on the same basis as Unifor-represented general salaried employees under their four year Pension Agreement dated October 19, 2016 or successor agreement as amended, between FCA Canada and the Unifor Office and Clerical and Engineering unit. Any employee who changes their employment status will remain in their current pension plan.

(17) Benefit Plans

During these negotiations the parties discussed the following benefit plans:

- (a) The Salary Continuation Plan
- (b) The Life and Disability Insurance Program
- (c) The Health Care Program
- (d) The Income Protection Plan
- (e) The Voluntary Termination of Employment Plan
- (f) The Relocation Allowance Plan
- (g) The Maternity/Adoption/Parental Program
- (h) The Child Care Program
- (i) The Dependent Scholarship Program
- (j) Family Medical and Critically Ill Child Leave Program

It was agreed that eligible employees covered by this Agreement between Canada Inc. and the Ontario Nurses' Association would be provided coverage on the same basis as Unifor-represented general salaried employees covered by the current Agreement between FCA Canada and the Unifor Office and Clerical and Engineering unit.

(18) E.I. Premium Rebate

This will confirm our understanding first reached during the 1991 negotiations concerning the sharing of the Employment Insurance premium reduction allowed employers with qualified wage loss replacement plans.

The parties recognize that the Employment Insurance premium reduction may be passed on to employees as a group either in the form of a cash rebate or in the form of employee benefits.

It was agreed that effective with the first pay period ending in January, 1991, and continuing through the term of the current Agreement the Company will cease sharing the premium reduction with employees in the form of a cash rebate and will instead apply the employee's share of the Employment Insurance premium reduction to improvements in current benefits or to provide new benefits.

(19) Payments Upon Plant Closure

During the current negotiations the parties agreed that upon a stand-alone plant closure pre-retirement income maintenance program (PRIMP) benefits will be payable to eligible employees based on the following terms and conditions:

- i) Eligible employees are those employees at the affected plant:
 - (a) who are between age 50 and 55 with at least 10 years of credited service at the date of the plant closure and are not eligible for Regular Early Retirement; or
 - (b) who are at least age 48.1 but under age 50, with at least 9.1 years of credited service at the date of plant closure, who are placed on layoff and who then attain age 50 with 10 years of credited service.
- ii) Eligible employees will receive monthly PRIMP benefits equal to (a) the sum of the basic and supplementary benefit rates in effect under the provisions of the applicable pension plan at date of commencement of PRIMP benefits, multiplied by (b) the employee's credited service at the date of plant closure or, if later, the date at which the employee attains age 50 with at least 10 years of credited service;
- iii) Unless otherwise elected by both the employee and the surviving spouse (as defined in the applicable pension plan), PRIMP payments will be reduced by 5% of the amount calculated in (ii) above, excluding any supplementary benefit amount, in order to provide PRIMP benefits to the surviving spouse, in an amount equal to $66\frac{2}{3}\%$ of the portion of the employee's PRIMP benefit which is based upon the basic benefit amount, after the application of the 5% reduction. In the event the employee's spouse predeceases the

employee, the employee's unreduced PRIMP benefit will be payable, upon notification of the death of the spouse.

PRIMP benefits will be payable until the first date at which the employee is, (or would have been eligible in the event of the death of the employee), eligible for either Special Early or Regular Early retirement;

- iv) Employees or surviving spouses in receipt of PRIMP benefits would be eligible for Special Early retirement benefits from the applicable pension plan at age 55 (or at the date the employee would have attained age 55, in the case of a surviving spouse), at which time the calculation of the pension payable will be based on the employee's credited service and benefit rates at the time of plant closure or, if later, the date at which the employee attains or would have attained age 55;
- v) Employees and surviving spouses will be eligible for continued health care and group insurance coverage when in receipt of PRIMP benefits.
- vi) The Maximum Corporate Liability under the Income Maintenance Benefit Plan, Exhibit B to the Collective Bargaining Agreement, will be reduced by the amount of any PRIMP benefits paid to eligible employees.

(20) Pension Benefit Reduction

The parties agree that if any Employee's or surviving Spouse's total pension benefit is reduced because of the application of Section 3 of Article IV ("Maximum allowable lifetime pension for employees retiring after December 31, 1991") or of Section 5 of Article VII ("Maximum allowable supplementary pension for employees retiring after December 31, 1991"), then the Company agrees to pay to such Employee or surviving Spouse in one lump sum payment the Actuarial Equivalent of the amount of the required reductions. The payment could be treated as a retiring allowance and rolled tax free into a Registered Retirement Savings Plan (RRSP), subject to Revenue Canada regulations.

The determination of the Actuarial Equivalent of the reductions shall be made at the time the Employee's Seniority ceases (or at the earliest of the date of death or age 65 for an Employee who is occupationally disabled as defined in Section (1)(C) of Article V), using the calculation basis specified in the Canadian Institute of Actuaries Recommendations for the Computation of Transfer Values from Registered Pension Plans (effective September 1, 1993).

(21) Shift Preference

Any new bargaining unit member hired will be expected to work the off shifts available based on the shift preference of senior nurses. As these part-time nurses move into full-time or forty (40) hour Per Diem positions they will rotate only onto available shifts based on shift preference in order of seniority.

As of January 1st of each year (or when the Bargaining Unit President deems it necessary) preferred day shift allocation will be determined by establishing a day-shift factor, which is equal to the number of day shifts in the master schedule, divided by the total number of years of credited service for full time nurses and Per Diem nurses working full time 40 hour positions (rounded to the nearest whole number) and then multiplying the number of day shifts for which they are eligible for. Day shifts eligible to a full-time nurse and Per Diem nurse working full time 40 hour positions that exceed the maximum allowed in the master schedule will be divided among the remaining full time nurses and Per Diem nurse working full time 40 hour positions who have not yet reached the maximum number of day shifts.

Full-time nurses and Per Diem nurse working full time 40 hour positions who take vacation during their preferred day shift schedule will have their vacation weeks covered by per-diem nurses who regularly cover full-time shifts on a rotating basis.

(22) Pension – SIB

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

(23) Nursing Services

1. During the course of negotiations the parties had ongoing discussions regarding the provision of nursing services in the Windsor area.

Whereas both parties recognize and support the need for mutual cooperation and operational efficiency as the basis of long-term

security, the parties agreed that eight (8) full time nursing positions shall provide nursing services at the Windsor Assembly Plant First Aid and the Grand Marais Hospital/First Aid facilities under a three (3) shift operating pattern.

These assignments are subject to reduction and accretion given volume fluctuations associated with production schedules and operational efficiencies addressed by the Company. These eight (8) positions will be staffed by three (3) full-time nurses five (5) per diem nurses.

2. In the event the Windsor Assembly Plant were to return to a two (2) shift production operation the Company would provide nursing coverage on the eliminated shift as required based upon the number of employees working and the type of work to be performed.
3. Current per diem employees who have attained seniority will be promoted, provided they have the skills and ability, to full-time positions on the basis of seniority as such become available. All other assignments, including vacation and disability replacements, will be performed by available per diem nurses.
4. The Ontario Nurses' Association agrees the regular work schedule will encompass up to forty-eight (48) hours per week.
5. Where the personnel requirements exceed the available pool of full-time and per diem nurses, the parties agree to meet and discuss it.
6. The Ontario Nurses' Association agrees the continuing assignments will reflect operational efficiency and a broader scope of involvement and responsibilities with respect to issues such as ergonomics, alcohol and substance abuse, job placement, designated substances, patient history and documentation.
7. The Company's ongoing requirement to be competitive may require periodic reviews of staffing levels for full-time nursing positions. Thirty (30) days advance written notice shall be provided by the Company to the Bargaining Unit President should any adjustments to the number of full-time nursing positions be required. ONA recognizes that circumstances beyond the Company's control may not generally permit thirty (30) days advance written notice, in which case, the Company endeavours to provide advance written notice as soon as it can be reasonably done. The Company agrees that any permanent reduction in full-time nursing positions that impact the compliment of full-time nurse employees would result in retirement packages equal to the number of full-time nurses being eliminated.

(24) Parkas and Raincoats

The company agrees to provide parkas and raincoats at each of the plant First Aid Facilities, in sizes appropriate for nurses (1 small, 2 medium and 1 large of each), to be used for ambulance runs during inclement weather.

(25) Ontario Nurses' Association Accreditation Requirements

During negotiations, the union and the company acknowledged that Registered Nurses, in order to maintain professional status, must meet the standards set forth by the College of Nurses of Ontario towards Quality Assurance requirements.

The company advised that fees for such courses taken to satisfy Quality Assurance requirements shall no longer qualify for reimbursement through the FCA Canada Tuition Refund Program for courses commencing on or after January 1, 2010.

The company further advised that if and when other courses become required for FCA Canada nursing personnel to maintain their professional status as Registered Nurses, the Bargaining Unit President may raise the matter with the Labour Relations and Safety Department.

Professional Fees - The Employer will reimburse Nurses upon proof of payment fifty (50%) of the College of Nurses annual fee for Registered Nurses.

(26) Employment Standards Act

During the current negotiations the Union expressed concern about the possibility of future legislative changes negatively impacting existing employment standards as set forth in the Employment Standards Act (Ontario) June 5, 1995. During the negotiation process the parties acknowledged their reliance on this legislation as forming a basis for past practices in respect of employment standards not otherwise specifically covered by the collective agreement. As an outgrowth of these discussions, the parties came to the following agreement.

- a. The rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act, and Regulations made thereunder, as they existed on June 5, 1995, as the same relates to the Union, the Company and/or its employees, shall be minimum requirements incorporated within this collective agreement; however, where this collective agreement provides higher remuneration in money or a greater right, benefit, term or

condition of employment in favour of an employee(s) with respect to a particular standard, this collective agreement shall prevail.

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder, as they existed on June 5, 1995, as the same relates to the Union, the Company and/or its employees, may be subject to the grievance procedure of this collective agreement or may be prosecuted and enforced through the procedural mechanisms offered by the Employment Standards Act and Regulations thereunder, as they exist from time to time, but not both.

- b. During the 1996 negotiations, the union expressed the concern that the provincial Government has and would amend the Employment Standards Act and or Regulations in a manner adverse to the interests of the Union and FCA Canada bargaining unit employees. It was agreed that the parties shall meet within thirty (30) days after the introduction of a Bill amending the ESA to the legislature to discuss the proposed bill. The parties agree that the Union and/or FCA Canada bargaining unit employees shall not be disadvantaged in any way by any amendments to the ESA or Regulations thereunder made by the provincial Government. It is agreed that for example, if any part of the collective agreement or past practice of the parties provides a greater right, benefit, term or condition of employment that the amendment to a particular employment standard (such as an amendment to the 8 X 48 hours of work rule), then the collective agreement or past practice shall prevail and apply. The parties agree that a difference between them relating to the application, alleged violation of interpretation of the above provisions may be subject to the grievance procedure under this collective agreement.

(27) Implementation of Revised Legislation in the Area of Health and Safety

During the current negotiations the Union raised with the Company its concern regarding possible future changes to the Occupational Health and Safety Act and Regulations. Amendments were made to the Memorandum of Understanding, Health and Safety, to address those concerns.

Notwithstanding this agreement, the parties understand that should changes to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation change to render inoperative the rights expressed in the Memorandum, a mechanism will have to be determined to maintain the functional dimension of these rights.

Consequently, upon such time as the Union or the Company has a reasonable concern that legislation could be passed which so affects the employee's right to refuse unsafe work, the National Joint Health and Safety Committee shall meet within 10 days' notice of a written request to meet. The parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner. In this regard, the National Committee will be assisted and supported by the Chairperson of the FCA Canada Council for the Unifor and the Manager, Labour Relations and Safety, FCA Canada.

It was further agreed that any changes to the Regulations would also be reviewed by the above mentioned parties in order to assess the impact on employee health and safety. The parties agreed that the regulations in effect on the date of this agreement would be considered a minimum standard.

(28) Uniform Allowance

The Company will provide an annual uniform allowance (including shoes) in the amount of \$300.00 for all employees working full-time hours and \$200.00 for employees working part-time hours.

(29) FCA Canada Family Accounts Employee Purchase Plan

All nurses, including Per Diem nurses, shall be entitled to the Family Accounts Employee Vehicle Purchase Plan and all its benefits.

(30) One-Time Payment To Retirees/Surviving Spouses Aged 80 Years Or Older

During negotiations, the Company agreed to provide a special one-time lump sum payment of \$500 to retirees or surviving spouses (for those in-pay as of the first Monday following notice of ratification of the agreement) that are at least 80 years old as of the first Monday following notice of ratification, in recognition of their reduced benefit rate.

(31) Full Time And Per Diem Nurses

The names listed below of active and Full Time and Per Diem Nurses as of February 19, 2021 will have their wages paid in accordance to Schedules A, B, and Exhibit A as outlined in the collective agreement.

Full Time	Per Diem
Patricia Ann Clark	Carol Darrach-Cheeseman
Gloria Kella	Kim Gray
	Marietta Costello
	Lara Belanger

	Michelle Soucie
	Amanda Nix
	Sarah Barnard
	Barry Cullen
	Lindsey Roy

Schedules A, B and Exhibit A will not apply to any new hire Full Time and Per Diem Nurses hired on or after January 1, 2006