

**COLLECTIVE AGREEMENT**

**B E T W E E N:**

**FCA CANADA INC.**  
(Hereinafter referred to as “the **Company**”)

**A N D:**

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

**EXPIRY: December 31, 2026**

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## **ARTICLE 1 - RECOGNITION AND EXCLUSIONS**

- 1.01 (a) The Company recognizes the Union 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.
- (b) In the event of a dispute arising between the Company and the Union with respect to the exclusion of a person under the provisions of this section, the question shall be referred as an appeal to an Arbitrator 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 Registered Nurse who holds a Temporary Class Certificate of Registration must obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate of Registration. If the Registered Nurse fails to obtain their General Class Certificate of Registration prior to the expiry of their 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 Permanent Full-time Registered 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 Hour per Diem Registered 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 Registered 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 Permanent Full-time Registered Nurses and provisions applicable to per Diem Registered Nurses.

## **ARTICLE 2 - RESERVATIONS TO COMPANY**

- 2.01 (a) The Union recognizes the right of the Company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any

Registered Nurse for just cause, subject to the right of the Registered Nurse concerned to lodge a grievance in a manner and to the extent herein provided.

- (b) In imposing any discipline on a current charge, the Company will not take into account any prior infractions which occurred more than one (1) year previously nor impose discipline on a Registered Nurse for falsification of the Registered Nurse's employment application after a period of one (1) year from the Registered Nurse'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 Registered Nurses, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes in the rules and regulations affecting Registered Nurses will be discussed with the Union 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 Registered Nurses 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 Company has contracted work to outside firms without giving full consideration to the employment opportunities of Registered Nurses, the Labour Relations Officer may discuss such matters with Staff Labour Relations.

### **ARTICLE 3 - CORPORATE POLICIES**

#### 3.01 Corporate Policies

All Registered Nurses governed by this Collective Agreement are required to abide by the FCA Canada Inc. corporate policies which include but are not limited to:

Policy 40-12 – Harassment

Policy 40-13 – Workplace Violence and Harassment Prevention

Stellantis Wellbeing, Health and Safety Policy

FCA Canada Inc. Health and Safety Policy

Policy 40-14 - FCA Canada Inc. – Accessibility Policy

Policy 40-15 – Drug & Alcohol Free Workplace

Policy 40-16 – Disconnecting from Work

Policy 40-17 – Electronic Monitoring

Social Media Guidelines

FCA Canada Inc. reserves the right to amend any corporate policies at any time.

#### **ARTICLE 4 - REPRESENTATION**

- 4.01 The Union 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 be on the active payroll of the Company shall be regularly employed in the jurisdiction the Registered Nurses represents and shall at all times when on Company property be subject to the rules and regulations to be observed by Registered Nurses.
- 4.02 The Company will, on request of the Union, 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 Registered Nurse(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 the Company more than reasonable time is being taken by the Bargaining Unit President to accomplish investigation and adjustment of a grievance, the Company 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 called pursuant to Article (5), Grievance Procedure.
- 4.07 The Union 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 Union may appoint or elect and the Company will recognize a Committee composed of not more than two (2) Union Representatives one of whom shall be the Bargaining Unit President. Conferences between the Company representatives and the Union 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 Registered 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 Union.
- (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. The Company will recognize one (1) ONA member appointed by the Union as the Health and Safety Representative (HSR). This appointed HSR will serve as the sole HSR of the ONA bargaining unit within the Windsor Assembly Plant and will be unrelated to any other Collective Agreements. The appointed HSR will be provided with

four (4) hours or one-half (1/2) day per month to complete Company Health and Safety requirements and legislative requirements as set out by duties of HSR and OSHA. Further, the appointed HSR will follow all Company medical directives. The Company designate will meet with the HSR when requested or following legislation to discuss their findings. Any requests made by the HSR which are outside of the legislative requirements shall be provided to the designate of the Company for review.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.01 No grievance shall be considered which usurps the Company'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 Registered Nurse or for the Union, as the case may be, to know that the Registered Nurse or the Union 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 Registered Nurse or Union, as the case may be.
- 5.03 A Registered Nurse having a grievance shall present it to the Company as follows:

### **STEP ONE**

- (a) The Bargaining Unit President or designate may submit a grievance on behalf of a Registered Nurse or group of Registered Nurses 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 Registered Nurse 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 the Company and the Union 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 the Company's representative at least twenty-four (24) hours before the conference. The Company'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 Union 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 Registered Nurses.
- 5.06 No claims, including claims for back wages, by a Registered Nurse covered by this Agreement or by the Union 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 Registered Nurse or for the Union, as the case may be, to know that the Registered Nurse or the Union 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 Registered Nurse is entitled to



be represented by their Bargaining Unit President (or designate). The Company shall notify the Registered 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 a Registered Nurse:

The discharged Registered Nurse 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 Union 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 Registered Nurse shall be entitled to grieve with respect to a discharge; provided, however, that the Registered Nurse 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 Registered Nurse.

## **ARTICLE 7 - ARBITRATION**

- 7.01 Where a grievance alleges improper suspension or discharge of a Registered Nurse or alleges that a Registered Nurse 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 therefor) 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 Union on behalf of the Registered Nurse concerned made to the Company, or upon the written request of the Company made to the Union, 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 Arbitrator. Such Arbitrator shall be chosen either by mutual agreement of the parties involved or, failing such agreement within five (5) regular workdays (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 Union requests the arbitration and fails within sixty (60) days from the date of the written request therefor to request the appointment of an Arbitrator by the Minister of Labour, such failure shall constitute dismissal of the grievance.

- 7.03 The Company, and the Union on behalf of the Registered Nurse concerned, shall within three (3) regular workdays (excluding Sundays and holidays or days observed therefor) prior to the date of the hearings as fixed by the Arbitrator 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 Union 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 Arbitrator.
- 7.05 The jurisdiction of the Arbitrator shall be limited to a decision on the dispute or question set forth in the stipulation. In arriving at the decision the Arbitrator shall not change or disregard any provisions of the Agreement nor establish or change any rate of pay. All decisions of the Arbitrator arrived at in accordance with the provisions of this Agreement shall be final and binding on the Company and all persons concerned. The Arbitrator, however, shall have power to modify or set aside any penalty imposed by the Company relating to the grievance then before the Arbitrator.
- 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. Upon failure of the Company and the Union to agree on a settlement of the issue, it may be appealed to an Arbitrator, within the time, in the manner, and to the extent set forth in the Agreement. The Union will not use this privilege to circumvent any provisions of this Agreement.
- 7.07 The expense, if any, of the Arbitrator shall be divided equally between the Company and the Union and shall be paid by them.

#### ARTICLE 8 - SENIORITY

- 8.01 (a) Newly employed Registered Nurses shall be considered as probationary for the first ninety (90) working days of their employment. When a Registered Nurse finishes the probationary period, the Registered Nurse shall be entered on the seniority record retroactive to their date of hire. There shall be no seniority among probationary Registered Nurses.
- (b) Where a probationary Registered Nurse's performance is unsatisfactory, the Supervisor will review the Registered Nurse'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 31<sup>st</sup> and when amended for the Bargaining Unit President to ascertain the seniority status of any Registered Nurse within the Registered Nurse's jurisdiction.

8.03 Change of Address

Registered Nurses shall notify the Company of any change of address.

8.04 Loss of Seniority

A Registered Nurse's seniority rights and employment relationship shall terminate if:

- (a) If the Registered Nurse quits;
- (b) If the Registered Nurse is discharged and such discharge be not reversed through the grievance procedure;
- (c) If the Registered Nurse is absent for three (3) consecutive working days without notifying the supervisor and giving a satisfactory reason;
- (d) If the Registered Nurse fails to return to work within five (5) regular working days after notification to do so to the Registered Nurse's address on record with the Company unless the Registered Nurse furnishes satisfactory reasons for such failure;
- (e) If the Registered Nurse does not perform work for the Company in its offices at Windsor for a period equal to the Registered Nurse's seniority at the date when the Registered Nurse last performed work for the Company;
- (f) If the Registered Nurse receives a permanent total disability benefit under a group life insurance policy held by the Company; and
- (g) If the Registered Nurse retires or receives a pension under the Pension Plan.

The above list is not inclusive of protected leaves under the *Employment Standards Act*.

**ARTICLE 9 - LAYOFF AND RECALL**

9.01 The Company will endeavour to give seventy-two (72) hours notice of layoff to Registered Nurses and to the Bargaining Unit President unless such

notice cannot be given because of circumstances beyond the control of the Company.

- 9.02 (a) If there is a reduction in the working force for a definite period of time of a known duration, Registered Nurses will be laid off by classification and by shift as follows:
- (i) Probationary Registered Nurses will be laid off first;
  - (ii) Forty Hour per Diem Registered Nurses will be laid off second however they may elect to provide supplemental coverage that the Company may require;
  - (iii) Permanent Full-Time Registered Nurses will be laid off last. In the event that Permanent Full-Time Registered Nurses will be laid off, layoff for Permanent Full-Time Registered Nurses will first be based on descending order of seniority. If they so elect, Permanent Full-Time Registered Nurses can choose to be laid off in the inverse order of their seniority with the most senior Registered Nurse being laid off first. Registered Nurses will be advised of the expected duration of the layoff and their expected return date;
  - iv) Regular per Diem Registered Nurses will be reduced to the staffing requirements during the layoff in order of their corporate service date; and
  - (v) If the expected duration of the layoff herein is subsequently extended to a later but definite date, Registered Nurses 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. Registered Nurse who elects to return on the originally scheduled return date will displace the least senior Registered Nurse on the classification and shift.
  - (vi) 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.
  - (vii) 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).

- (b) In the event of a decrease in force, other than as provided in (a), Registered Nurses shall be laid off in accordance with their seniority ranking. The Company shall not be required to promote or transfer a Registered Nurse to a higher-rated job of a Registered Nurse of lesser seniority at the time of a layoff unless the Registered Nurse 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 Registered Nurse, 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 Registered Nurses shall be laid off in accordance with their seniority ranking. Those Registered Nurses 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 Registered 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 Registered 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 - UNION DUES**

- 10.01 (a) The Company will deduct from the pay due to each Registered Nurse who is covered by this Agreement a sum equal to the monthly Union dues of each such Registered Nurse. The Union shall notify the Company in writing of the amount of such dues from time to time. The Company will send to the Union once each month its cheque for the dues so deducted for the prior month, along with a list of names of the Registered Nurses from whose pay deductions have been made, the amount of such deduction and each Registered 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 Union.

- (c) In case where a deduction is made that duplicates a payment that a Registered Nurse has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the Registered Nurse will be made by the Union.
- (d) The Company shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Registered Nurses.
- (e) The Union 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 Union dues from Registered Nurse's wages in accordance with this Agreement.

## **ARTICLE 11 - LEAVE OF ABSENCE**

### 11.01 Union Leave

The Company upon being shown good and sufficient reason may grant a Registered Nurse's leave of absence without loss of seniority.

However, before a Registered Nurse may be granted a leave of absence for the purpose of attending to Union 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 Union business referred to deals directly with the Company or is for the purpose of attending as an official delegate to an Union 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 to a Registered Nurse 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 Registered Nurse's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the Registered Nurse shall submit to the Company satisfactory evidence that the college, university or school has accepted the Registered Nurse 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 Employment Standards Act (ESA) Leaves

Registered Nurses who qualify for a leave under the ESA shall be granted the leave of absence from employment upon completion of a standard leave of absence form per the ESA guidelines. There will be no loss of seniority.

11.04 Bereavement Leave

- (a) When death occurs in the Registered Nurse's family, a Permanent Full-time Registered Nurse or per Diem Registered Nurse, 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.

Three (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,

Five (5) Days • spouse, parent, child, sister or brother (defined as immediate family).

- (b) The Registered Nurse shall receive Bereavement Pay for the first three (3) or five (5) days if applicable, consecutive full working days on which the Registered Nurse is absent during the period established in Subsection (a).
- (c) Payment shall be made at the Registered Nurse'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 a Registered Nurse is granted a leave of absence because of the illness of a member of the Registered Nurse's immediate family and such family member dies within the first fourteen (14) calendar days of the leave, the requirement that the Registered Nurse otherwise would have been scheduled to work will be waived.

## 11.05 Legal Proceedings

A Permanent Full-time Registered Nurse or per Diem Registered Nurse who is called to and reports for jury duty (including coroner's juries), or is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a Court of Law in connection with a case arising from the Registered Nurse's duties at the Company, or is required to attend the College of Nurses of Ontario in connection with a case arising from the Company shall be paid for each day the Registered Nurse reports for jury duty an amount equal to one-fifth (1/5th) of the Registered Nurse's base weekly rate of pay exclusive of shift, overtime and any other premiums, on the last day worked, less jury duty fee paid the Registered Nurse by the court in which the Registered Nurse serves (not including travel allowances or reimbursement of expenses), provided that payment shall be made only for those days of the work week the Registered Nurse otherwise would have been scheduled to work for the Company.

In order to receive payment under this Section, a Registered Nurse must give the Company prior notice that the Registered Nurse has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which the Registered Nurse claims such payment. A Registered Nurse who is called to and reports for an interview or an examination to qualify the Registered Nurse 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 a Registered Nurse who, without being summoned, volunteers for jury duty.

In order to be eligible to receive payment under this Section to attend a Crown proceeding and/or College of Nurse's investigation attendance at a court due to a subpoena, or attendance at a coroner's inquest (as described above), the Registered Nurse must give prompt notice to the Company and the nature of the proceeding must be directly related to the Registered Nurse's responsibilities with the Company.

## **ARTICLE 12 - NO STRIKE OR LOCKOUT**

12.01 It is agreed that the Union 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 Registered Nurse 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 Registered Nurses excluded from the bargaining unit results or threatens to result in a strike, work stoppage, or other interference with the Company's business, the Union agrees and each member of the Union agrees that, regardless of the organization or group involved in any such dispute, Registered Nurses represented by the Union will continue to report for duty and will make every reasonable effort to fully discharge their duties.

**ARTICLE 13 - VACATION**

13.01 Payment Schedules

On June 30<sup>th</sup> of each year the Company will establish basic payment in lieu of vacation with pay and provide a paid absence allowance to eligible hourly Registered Nurses who have worked for at least twenty-six (26) pay periods in the vacation eligibility year (the year including the pay period in which May 31 occurs and the preceding fifty-one (51) pay periods) as follows:

Vacation and Paid Absence Allowance

All Permanent Full-time Registered Nurses will be entitled to vacation and paid absence allowance according to the following grid:

Service on June 30 <sup>th</sup> of the Vacation Eligibility Year	Vacation Entitlement	Paid Absence Allowance
Less than 1 year	4% - Basic Payment in Lieu of Vacation with Pay	0 hours
1 but less than 2 years	80 hours	0 hours
2 but less than 3 years	80 hours	8 hours
3 but less than 5 years	80 hours	60 hours
5 but less than 10 years	80 hours	80 hours
10 but less than 15 years	100 hours	80 hours
15 but less than 20 years	120 hours	80 hours
20 years or more	160 hours	80 hours

- (a) The number of hours of the basic payment in lieu of vacation with pay and paid absence allowance to which an eligible Registered Nurse shall be entitled shall be based on the Registered Nurse's seniority on June 30 of the vacation eligibility year and the number of pay periods during which the Registered Nurse worked during the eligibility year.

- (b) An eligible Registered Nurse shall be entitled to a percentage of the above basic payment in lieu of vacation with pay and of the above paid absence allowance. A seniority Registered Nurse who has worked at least thirteen (13) but less than twenty-six (26) pay periods shall be entitled to a basic payment in lieu of vacation with pay according to the following table:

Pay Periods Worked in Vacation Eligibility Year	Paid in Lieu of Vacation / PAA With Pay
26 or more	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%
18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

- (c) The above basic payments in lieu of vacation with pay shall be computed at the Registered Nurse's straight time hourly rate effective the beginning of the first pay period beginning on or after June 1<sup>st</sup> (or if off the active hourly payroll, at the rate for the last day worked) of each year during the term of this Agreement exclusive of overtime premium, but including shift and seven-day operations premiums plus the then current Cost-of-Living Allowance.
- (d) Registered Nurses who are otherwise eligible will receive shift premium for payment in lieu of vacation hours based on the proportion of the total time worked to that which is worked on the second and third shift during the vacation eligibility year.
- (e) Basic payment in lieu of vacation with pay entitlement shall be paid to eligible Registered Nurses in forty (40) hour increments at the time the vacation shutdown occurs and any amounts over and above the vacation shutdown period shall be paid in June of each year, provided, however, that an eligible Registered Nurse may elect to be paid all or part of the employee's basic payment in lieu of vacation with pay at the time the Registered Nurse takes vacation leave of absence (less the amount(s) paid for the one (1) or two (2) weeks of

vacation), computed as set forth above, by indicating this election on the Registered Nurse's vacation request form.

- (f) Payments from a Registered Nurse's Paid Absence Allowance because of absence or because of termination of the Registered Nurse's employment by death, retirement or otherwise, shall be computed at the Registered Nurse's straight time hourly rate on the Registered Nurse's last day worked exclusive of overtime premium, but including shift and seven-day operations premiums and the amount of any cost-of-living allowance then in effect.
- (g) Payment of the unused portion of the Paid Absence Allowance shall be computed in the same manner and at the same time as the Registered Nurse's basic payment in lieu of vacation with pay for the next vacation year.
- (h) A Registered Nurse may use the hours credited to the Registered Nurse's Paid Absence Allowance in units of no less than one-half (1/2) day periods for: excused absence because of illness when not receiving Sickness and Accident Insurance; or absence that the Registered Nurse's supervisor has excused because of personal business; or as payment for a vacation leave of absence. A request for Paid Absence Allowance by an eligible Registered Nurse made subsequent to such absence will be approved for payment, but such payment shall not make such absence an excused absence or preclude the Company from considering such absence as the basis, in whole or in part, for disciplinary action.
- (i) Any portion of a Registered Nurse's Paid Absence Allowance that the Registered Nurse does not use in the form of paid absences during the vacation payment year (the pay period following the pay period in which May 31 occurs and the next fifty-one (51) pay periods) will be paid to the Registered Nurse (computed pursuant to Subsection (d)), at the time the Company makes its payment in lieu of vacation with pay in the following payment year. A Registered Nurse permanently separated shall receive any remaining unused Paid Absence Allowance within thirty (30) days after the Company receives notification of the Registered Nurse's separation.
- (j) A Registered Nurse disabled from work by compensable injury or legal occupational disease shall accrue credit toward pay periods worked for pay periods the Registered Nurse would otherwise have been scheduled to work during the period of compensable disability provided such Registered Nurse works at least one (1) pay period in the eligibility year.

- (k) A Registered Nurse who receives pay for one (1) or more of the designated holidays which fall in work weeks commencing December 23, 2024, or December 29, 2025, or December 28, 2026, shall receive credit for a pay period worked for purpose of computation of entitlement.
- (l) Registered Nurses who submit a written request for payment of deferred Paid Absence Allowance at least one (1) week in advance of the requested payment date will receive payment of the requested amount of the Registered Nurse's Paid Absence Allowance.

## 13.02

Vacation Period

- (a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of Registered Nurses and efficient operation of the department concerned. Each year, Registered Nurses of each plant may request the period during which they wish to take a vacation. If the number of Registered Nurses who select a particular vacation period exceeds the number who can be released without affecting the efficient operation of the department concerned, the Registered Nurses 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.  
  
No more than three (3) weeks' vacation will be allotted any Registered 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 work week, or a day is designated during the Monday through Friday work week by the Company in lieu of a holiday and such day occurs during a scheduled vacation, the Registered Nurse will receive their vacation pay (forty (40) hours per week) plus the Holiday provided eligibility guidelines for Holiday Pay is met.

- (d) A vacation may not be waived by a Registered Nurse and extra pay received for work during that period.
- (e) Where a Permanent Full-time Registered Nurse or per Diem Registered Nurse's scheduled vacation is interrupted due to bereavement, the Registered Nurse shall be entitled to bereavement leave in accordance with Article 11.04. The portion of the Registered Nurse's vacation, which is deemed to be bereavement leave under the above provisions, will not be counted against the Registered Nurse's vacation.
- (f) Any Permanent Full-time Registered Nurse who has not taken their earned vacation entitlement during the vacation year, will receive payment for all vacation owing to them in the final weeks of the vacation/paid absence allowance pay year.

### 13.03 Transfer and Termination

A per Diem Registered Nurse transferred to a Permanent Full-Time Registered Nurse position will be eligible in accordance with Article 13 for vacation entitlements based on Company service if the Registered Nurse has not received a payment in lieu of vacation during the current year.

### 13.04 Rate During Vacation

Registered Nurses shall receive their regular rate of pay 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. Registered Nurses paid accumulated vacation upon separation shall receive their regular base rate of pay 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) Registered Nurses 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 percent (10%), 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 Registered Nurse'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 times (1½ x).

#### 14.03 Double Time

Double time will be paid as follows:

- (a) For time worked on the calendar Sunday; and
- (b) or time worked on the calendar holidays designated in Article 14.04

#### 14.04 Holiday Provisions

<b>DATES</b>	<b>HOLIDAY</b>
January 1, 2024	
February 19, 2024	Family Day
March 29, 2024	Good Friday
April 1, 2024	Monday after Easter
May 17, 2024	Friday before Victoria Day
May 20, 2024	Victoria Day
July 1, 2024	Canada Day
August 30, 2024	Friday before Labour Day
September 2, 2024	Labour Day
September 30, 2024	National Day for Truth and Reconciliation
October 14, 2024	Thanksgiving Day
November 11, 2024	Remembrance Day
December 23, 2024	
December 24, 2025	Christmas
December 25, 2024	
December 26, 2024	Holiday
December 27, 2024	
December 30, 2024	Period
December 31, 2024	

<b>DATES</b>	<b>HOLIDAY</b>
January 1, 2025	
February 17, 2025	Family Day
April 18, 2025	Good Friday
April 21, 2025	Monday after Easter
May 16, 2025	Friday before Victoria Day
May 19, 2025	Victoria Day
June 30, 2025	Canada Day
August 29, 2025	Friday before Labour Day
September 1, 2025	Labour Day
September 30, 2025	National Day for Truth and Reconciliation
October 13, 2025	Thanksgiving Day
November 10, 2025	Remembrance Day
December 24, 2025	Christmas
December 25, 2025	
December 26, 2025	Holiday
December 29, 2025	
December 30, 2025	Period
December 31, 2025	

<b>DATES</b>	<b>HOLIDAY</b>
January 1, 2026	
January 2, 2026	
February 16, 2026	Family Day
April 3, 2026	Good Friday
April 6, 2026	Monday after Easter
May 15, 2026	Friday before Victoria Day
May 18, 2026	Victoria Day
July 3, 2026	Canada Day
September 4, 2026	Friday before Labour Day
September 7, 2026	Labour Day
September 30, 2026	National Day for Truth and Reconciliation
October 12, 2026	Thanksgiving Day
November 11, 2026	Remembrance Day
December 24, 2026	Christmas
December 25, 2026	
December 26, 2026	Holiday
December 28, 2026	
December 29, 2026	
December 30, 2026	Period
December 31, 2026	

(Truth and Reconciliation will only be observed if it falls within the Monday to Friday work week.)

14.05 Registered Nurses who work on a holiday which is celebrated other than on Saturday or Sunday will also receive their regular rate of pay for such holiday.

14.06 Eligibility

A Registered Nurse will be paid for eight (8) hours at the Registered Nurse's regular straight time hourly rate inclusive of shift premium, but exclusive of overtime premium for the designated holidays provided the Registered Nurse meets all of the following eligibility rules unless otherwise provided herein:

- (a) The Registered Nurse has seniority as of the date of the holiday;
- (b) The Registered Nurse would otherwise have been scheduled to work on such day if it had not been observed as a holiday;
- (c) The Registered Nurse must have worked the last scheduled working day prior to and the next scheduled working day after such holiday within the scheduled workweek. A Registered Nurse excused by the Company from work on the last scheduled working day prior to or on the next scheduled working day after such holiday within the scheduled work week, but not both, shall be deemed to have met the requirements of this Paragraph (c); except that in the case of holidays which fall in the holiday period starting December 24 through the following January 1 the Registered Nurse must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday period, regardless of the work week in which the scheduled working days fall; and
- (d) Registered Nurses will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December 28, 2024

Sunday, December 29, 2024

Saturday, December 27, 2025

Sunday, December 28, 2025

Saturday, December 26, 2026

Sunday, December 27, 2026

Registered Nurses shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provisions shall not apply to Registered Nurses assigned to (1) seven-day operations; (2) third shift Sunday night start operations; and (3) a shift which starts on Friday and continues into Saturday.



- (e) Regular per Diem Registered Nurses will follow the FCA Canada – Unifor holiday eligibility rules for temporary part-time Registered Nurses.

14.07 Failure to Work

Registered Nurses 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 Registered Nurse who reports for work as scheduled, unless otherwise notified by the Company, shall receive a minimum of four (4) hours' pay at the rate of pay for which they are scheduled. The Registered Nurse shall be required to perform any nursing duties assigned by the Company 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 2026, 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 7, 2026	May, June, July 2026

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.

One dollar and eight cents (\$1.08) of current COLA will be folded into the base wage rate effective January 1, 2024. The amount of the cost-of-living-allowance effective the beginning of the pay period commencing January 2,

2024 and ending September 6, 2026 shall be five (\$0.05) cents per hour. This shall be applicable to all Registered Nurses.

Effective September 7, 2026 the cost-of-living-allowance for all Registered Nurses shall be adjusted as follows:

The COLA base is the average of the February, March, and April 2026 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, 2026.

## 15.02 General Increases

- (a) Effective January 1, 2024 - Fifteen percent (15%) increase in base wage rate for all Registered Nurses.

Effective January 1, 2025 - Two percent (2%) increase in base wage rate for all Registered Nurses.

Effective January 1, 2026 - Three percent (3%) increase in base wage rate for all Registered Nurses.

All Registered Nurses shall be paid at a rate of pay according to the following:

### HOURLY RATES (Amended to reflect future increases)

Rate Schedule	Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan 1, 2026
Starting Rate	\$38.93	\$39.71	\$40.90
1 <sup>st</sup> Corporate Service Date Anniversary	\$40.65	\$41.46	\$42.70
2 <sup>nd</sup> Corporate Service Date Anniversary	\$42.38	\$43.23	\$44.53
3 <sup>rd</sup> Corporate Service Date Anniversary	\$44.10	\$44.98	\$46.33

Full Retroactivity for all monetary increases to January 1, 2024 to paid by separate cheque within one (1) month of the ratification of this Agreement.

- (b) Each Registered Nurse will be placed on the wage grid according to their current years of service. Each Registered Nurse will be advanced from their present level to the next level set out in the above wage grid on their anniversary of their corporate service date.

15.03 During the 2024 negotiations the Company agreed to:

- Provide lump sum payments prior to the Christmas Shutdown in December 2024 and 2025 (new hires receive a prorated amount in their first year of employment) as follows:
  - \$2,000 to all Permanent Full-time Registered Nurses and Full-time Forty Hour per Diem Registered Nurses.
  - \$1,000 to all Regular per Diem Registered Nurses currently scheduled and working less than forty (40) hours per week.

15.04 Ratification Bonus

Each Permanent Full-time Registered Nurse and Full-time Forty Hour per Diem Registered Nurse will be provided with a ten thousand dollar (\$10,000) bonus upon ratification of this Collective Agreement.

Each Regular per Diem Registered Nurse will be provided with a five thousand dollars (\$5,000) bonus upon ratification of this Collective Agreement.

Such payment will be issued on a separate cheque within thirty (30) days of ratification.

The Company will allow Ratification bonuses to be deposited into an RRSP upon request. Such deposit will be made as per the timeline above.

## **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, 2026 and shall thereafter continue for a further period of one year unless either party gives written notice to the other party, not earlier than ninety (90) days but not less than sixty (60) days before the expiration date that it desires revision, modification or termination of this Agreement.

**ARTICLE 19 – MISCELLANEOUS**

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

DATED at Windsor, Ontario this 9<sup>th</sup> day of April, 2024.

FOR THE COMPANY:

“Steven Majso”

“Kyle Allen”

FOR THE UNION:

“Katie Thomas”  
Labour Relations Officer

“Kimberley Evans”  
Labour Relations Officer

“Kim Gray”  
Bargaining Unit President

“Michelle Soucie”

“Lara Belanger”

## **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 Registered Nurses of their obligation to work as scheduled.

### **(3) Benefit Plans**

Benefit plans may be modified or amended from time to time for as long as it makes the same available to other bargaining 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 employee.

Said programs and plans are not conditions of employment nor a part of any agreement between the Company and the Union, 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 Union 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 Union 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.

The Company agrees that any changes to the benefits for the duration of the contract will be of equal or greater value to the current benefits that were agreed upon during this round of bargaining.

**(6) Status of Newly Hired Registered Nurses**

The Company and union agree to meet if needed to discuss the status of new Registered Nurses 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 Registered 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 Registered 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 Union 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**

The parties agree that the amount of hours a Permanent Full-time Registered Nurse and Full-time Forty Hour per Diem Registered Nurse would be allowed to carry up to twenty-four (24) hours in their bank at all times. Banked hours, when taken, will not exceed more than two (2) consecutive work days (Monday to Friday) in a regular workweek except during periods of layoff.

**(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**

- (a) The Bargaining Unit President or designate will be responsible for the regular scheduling of work and the overtime scheduling for all Registered Nurses. 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.
- (b) The parties agree to the following:
  - i) 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.
  - ii) 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 Registered Nurses. The parties agree to the practice which allows for the equalization of overtime acceptable to your Union and provide for an efficient operation.
  - iii) 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 Union.

- iv) Per diem Registered Nurses will be required to commit their availability to be scheduled either forty (40) hours per week excluding weekends or twenty-four (24) hours per week excluding weekends, subject to shifts being available, and such commitment shall be reviewed in November of each year.
- (c) The Bargaining Unit President will be permitted up to two and a half (2½) days per month for the purpose of scheduling of work, overtime assignments for Registered Nurses and other administrative duties.

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

**(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**

All Registered Nurses fall under D Class Code for Pension Plan calculations.

Defined Benefit Pension Plan (Hired prior to Sept. 24, 2012)

- A Special Allowance of \$4,225 for D Class Code
- Effective January 1, 2025, Registered Nurses retiring will have the option to transfer the commuted value of their pension to an alternate retirement savings arrangement as prescribed by applicable pension laws and Revenue Canada rules.

**Hybrid Pension Plan (Hired on or after Sept. 24, 2012 but prior to Sept. 19, 2016)**

- A Special Allowance of \$2,098 for D Class Code
- The Company will contribute to the DC portion based on the Registered Nurses' Corporate Service Date in the amounts of:

Year 1 – 4 - \$0.40 per hour  
 Year 5 - 7 - \$0.70 per hour  
 Year 8 and above - \$1.00 per hour



- One-time buy-back of credited service of DB portion of hybrid plan for Registered Nurses that missed time due to layoff and/or statutory leaves.

**Defined Contribution Pension Plan (Hired on or after Sept. 19, 2016)**

- Registered Nurse contribution is four percent (4%), Company contribution is seven percent (7%) per hour, to a maximum of 2080 hours.

**(17) Benefit Plans**

- (a) The Company will provide to Permanent Full-time Registered Nurses and Full-time Forty Hour per Diem Registered Nurses the health care contribution plan equivalent to Unifor Production and Maintenance Benefit Plan;
- (b) Monthly health care contribution of \$33 is eliminated effective January 1, 2024;
- (c) The Company will provide to Permanent Full-time Registered Nurses the following benefit plans:
  - (i) Sickness and Accident Benefits
  - (ii) Reinstated Sickness and Accident Benefits
  - (iii) Extended Disability Benefits
  - (iv) Survivor Benefit Income
  - (v) Accidental Death and Dismemberment Benefit
  - (vi) Basic Life Insurance
  - (vii) Optional Group Life Insurance
  - (viii) Dependant Group Life Insurance
  - (ix) The Health Care Program
  - (x) The Income Protection Plan (95%)
  - (xi) The Relocation Allowance Plan
  - (xii) The Maternity/Adoption/Parental Program
  - (xiii) The Child Care Program
  - (xiv) The Dependent Scholarship Program
  - (xv) Family Medical and Critically Ill Child Leave Program

**(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 Registered Nurses as a group either in the form of a cash rebate or in the form of Registered Nurse 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 Registered Nurses in the form of a cash rebate and will instead apply the Registered Nurse'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 Registered Nurses based on the following terms and conditions:

- i) Eligible Registered Nurses are those Registered Nurses at the affected plant:
  - (a) who are between age fifty (50) and fifty-five (55) with at least ten (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 fifty (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 fifty (50) with ten (10) years of credited service.
- ii) Eligible Registered Nurses 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 Registered Nurse's credited service at the date of plant closure or, if later, the date at which the Registered Nurse attains age fifty (50) with at least ten (10) years of credited service;
- iii) Unless otherwise elected by both the Registered Nurse and the surviving spouse (as defined in the applicable pension plan), PRIMP payments will be reduced by five percent (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 sixty-six and two-thirds percent (66 2/3%) of the portion of the Registered Nurse's PRIMP benefit which is based upon the basic benefit amount, after the application of the five

percent (5%) reduction. In the event the Registered Nurse's spouse predeceases the Registered Nurse, the Registered Nurse'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 Registered Nurse is, (or would have been eligible in the event of the death of the Registered Nurse, eligible for either Special Early or Regular Early retirement;

- iv) Registered Nurses or surviving spouses in receipt of PRIMP benefits would be eligible for Special Early retirement benefits from the applicable pension plan at age fifty-five (55) (or at the date the Registered Nurse would have attained age fifty-five (55), in the case of a surviving spouse), at which time the calculation of the pension payable will be based on the Registered Nurse's credited service and benefit rates at the time of plant closure or, if later, the date at which the Registered Nurse attains or would have attained age fifty-five (55);
- v) Registered Nurses 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 Registered Nurses.

## **(20) Pension Benefit Reduction**

The parties agree that if any Registered Nurse'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 Registered Nurses retiring after December 31, 1991") or of Section 5 of Article VII ("Maximum allowable supplementary pension for Registered Nurses retiring after December 31, 1991"), then the Company agrees to pay to such Registered Nurse 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 Registered Nurse's Seniority ceases (or at the earliest of the date of death or age sixty-five (65) for a Registered Nurse 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 Registered Nurses. As these Regular per Diem Registered Nurses move into Permanent Full-time or Forty Hour per Diem positions they will rotate only onto available shifts based on shift preference in order of seniority.

As of January 1<sup>st</sup> 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 Permanent Full-time Registered Nurses and Forty Hour per Diem Registered Nurses (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 Permanent Full-time Registered Nurse and Forty Hour per Diem Registered Nurse that exceed the maximum allowed in the master schedule will be divided among the remaining Permanent Full-time Registered Nurses and Forty Hour per Diem Registered Nurses who have not yet reached the maximum number of day shifts.

Permanent Full-time Registered Nurses and Forty Hour per Diem Registered Nurses who take vacation during their preferred day shift schedule will have their vacation weeks covered by Regular per Diem Registered Nurses who regularly cover full-time shifts on a rotating basis.

**(22) Pension – SIB**

The surviving Spouses of Registered Nurses 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) The parties agree to six (6) Permanent Full-Time Registered Nurse positions, inclusive of one (1) OSHA Registered Nurse on the Master

Schedule as of June 3, 2024, based on the current operating pattern and Employee volume. The remaining forty (40) hour positions based on the Master Schedule will be staffed first by Full-time Forty Hour per Diem Registered Nurses and then supplemented by the Regular per Diem Registered Nurses. The Company will notify ONA when there are changes to the Master Schedule.

In the event of an increase to the Windsor Assembly Plant shift schedule, the parties agree that any corresponding staffing changes will be achieved first through Full-time Forty Hour per Diem Registered Nurses and then supplemented by Regular per Diem Registered Nurses.

In the event of a change to the current operating pattern, operation efficiencies or Employee volume, Regular per Diem and Full-time Forty Hour per Diem Registered Nurses would be reduced, followed by the layoff of the required number of Permanent Full-time Registered Nurses based on the layoff language.

- 2) The Company will endeavour to replace vacant permanent full-time Registered Nurse positions within six (6) months of being vacated. If there are Permanent Full-time Registered Nurses on layoff they would be recalled and the vacant positions will not be replaced until staffing levels on the Master Schedule require these vacancies to be filled up to the agreed upon six (6) positions.
- 3) Current per Diem Registered Nurses 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 Regular per Diem Registered 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 Permanent Full-time Registered Nurses, Full-time Forty Hour per Diem Registered Nurses, and Regular per Diem Registered 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 Occupational Health and Safety Nurse (OSHA) is one (1) of six (6) Permanent Full-time Registered Nurses. These duties include Company designated OSHA related activities and requirements, and when time allows, all other nursing duties required by the Company.
- 8) 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 Registered Nurses would result in retirement packages equal to the number of full-time Registered Nurses being eliminated.

**(24) Parkas and Raincoats**

The Company agrees to provide parkas and raincoats at each of the plant First Aid Facilities as requested by Registered Nurses 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 Company will reimburse Registered Nurses upon proof of payment fifty percent (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.

- 1) 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 Registered Nurses, 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 a Registered Nurse(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 Registered Nurses, 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.

- 2) 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 Registered Nurses. 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 Registered Nurses 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 eight by forty-

eight (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 Registered Nurse's right to refuse unsafe work, the National Joint Health and Safety Committee shall meet within ten (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 Registered Nurse's 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 five hundred dollars (\$500.00) for all Permanent Full-time and all Forty Hour per Diem Registered Nurses working full-time hours and three hundred dollars (\$300.00) for Regular per Diem Registered Nurses working part-time hours.



**(29) FCA Canada Family Accounts Employee Purchase Plan**

All Registered Nurses, including Per Diem Registered 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**

The Company will provide a one-time lump sum payment of one thousand dollars (\$1,000.00) 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.