

Master Agreement

between

General Motors of Canada
Company

and the

Ontario Nurses'
Association

Dated
December 6, 2016
EFFECTIVE: May 8, 2017

MASTER AGREEMENT

BETWEEN

GENERAL MOTORS OF CANADA COMPANY

AND THE

ONTARIO NURSES' ASSOCIATION

Dated

December 6, 2016

EFFECTIVE: May 8, 2017

PREFACE

Whenever a feminine pronoun is used in this Agreement, the comparable masculine pronoun can be substituted if the content so requires. Conversely, whenever a masculine pronoun is used, the comparable feminine pronoun can be substituted if the content so requires.

TABLE OF CONTENTS

	Page No.
Article I	
Purpose of Agreement	1
Article II	
Recognition	1
<u>Definitions</u>	<u>1</u>
<u>Work of the Bargaining Unit</u>	<u>2</u>
Article III	
No Discrimination	2
Article IV	
Management	3
Article V	
Strikes, Stoppages and Lockouts	3
Article VI	
Union Security and Check-off of Union Dues	4
Article VII	
Representation	<u>7</u>
Article VIII	
Grievance Procedure and Arbitration	<u>9</u>
Article IX	
Seniority	<u>14</u>
<u>Probation Period</u>	<u>16</u>
<u>Temporary Assignment</u>	<u>19</u>

TABLE OF CONTENTS

	Page No.
Article X	
Leaves of Absence	22
<u>Sick Leave</u>	24
<u>Bereavement</u>	24
Article XI	
Hours of Work and Overtime	27
Article XII	
Holiday Pay	29
Article XIII	
Wages	35
<u>Shift Premiums</u>	36
Article XIV	
Vacation Pay	38
Article XV	
General Provisions	42
<u>Distribution of Overtime</u>	42
Memorandum of Understanding	
Health and Safety	45
Memorandum of Understanding	
Pre-Retirement Income Maintenance Program	47
Memorandum of Understanding	
Job Share Assignments	49
Memorandum of Understanding	
Concerning Casual Nurse Assignment	53

TABLE OF CONTENTS

	Page No.
Letter No. 1 Professional Development Program	<u>60</u>
Letter No. 2 Notice of Vacation Preference	<u>62</u>
Letter No. 3 Quarterly Meetings	<u>64</u>
Letter No. 4 Bereavement Pay Eligibility – Application of	<u>66</u>
Letter No. 5 Summer Shutdown	<u>68</u>
Letter No. 6 Severance Payment Plan	<u>69</u>
Letter No. 7 Rules for Administration Article 15.02 of Master Agreement	<u>72</u>
Letter No. 8 Utilization of Nurses	<u>74</u>

ARTICLE I

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to provide an orderly collective bargaining procedure, to secure prompt and equitable disposition of grievances and to eliminate interruptions of work and interference with the efficient operation of the Company's business.

ARTICLE II

RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by General Motors of Canada Company in Oshawa, save and except supervisors, and those above the rank of supervisor for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment in the bargaining unit.

A registered nurse is defined as a person who holds a Certificate of Competence from the College of Nurses of Ontario, in accordance with the Nursing Act of the Regulated Health Professionals Act, as proclaimed December 31, 1993.

A Graduate Nurse is defined as the nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario, and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements, for whatever reason.

2.02 For the purpose of this Agreement, the term "nurse" shall include and be limited to only those individuals for whom the Union has been and continues to be certified, as shown in the certification of the Labour Relations Board of the Province of Ontario.

2.03 Supervision may perform bargaining unit duties as hereinafter set forth. They may relieve Nurses where necessary when regular Nurses are not immediately available. Supervision may perform any emergency duties arising out of unforeseen circumstances. They may also perform duties in connection with the instruction or training of Nurses, including demonstrating the proper method to accomplish the task to be performed. Controlled acts as defined under the Regulated Health Professions Act (RPHA) will not be performed by non-registered nurse supervisors.

ARTICLE III

NO DISCRIMINATION

3.01 Any claim of personal prejudice or any claim of discrimination for Union activity may be taken up as a grievance. Such claims must be supported by written evidence submitted within forty-eight (48) hours from the time the grievance is filed.

3.02 It is the policy of the Company and the Union that the provisions of this Agreement be applied to all nurses covered by this Agreement without regard to race, colour, creed, age, sex, ethnic origin, citizenship, record of offences, marital status, family status, gender identity, gender expression, disability or other such factors as set forth under the Human Rights Code. Any claims of violation of this policy may be taken up as a grievance, provided that any such claim must be supported by written evidence by the time it is presented by the Representative at a meeting with Management.

ARTICLE IV

MANAGEMENT

4.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and lay off nurses and to suspend, discharge or otherwise discipline nurses for just cause subject to the right of any nurse to lodge a grievance in the manner and to the extent as herein provided.

The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing. The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by nurses, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE V

STRIKES, STOPPAGES AND LOCKOUTS

5.01 Neither the Union or any member thereof, nor any nurse in the Bargaining Unit shall take part in, or call or encourage any strike, sit-down, slow-down, picket or any suspension of work against the Company which shall in any way affect the operations of the Company, nor shall the Company engage in any lockout.

ARTICLE VI

UNION SECURITY AND CHECK-OFF

OF UNION DUES

6.01 A nurse will be a member of the Union on the effective date of this Agreement and shall continue membership in the Union for the duration of this Agreement to the extent of paying the monthly dues uniformly required of all Union members.

6.02 During the life of this Agreement, the Company agrees to deduct, as hereinafter provided, monthly dues uniformly levied against all Union members from the pay of its nurses.

6.03 The deduction for dues shall be made weekly. Union dues for each succeeding month shall be deducted from the nurse's first pay received in that month in which the nurse has sufficient net earnings to cover Union dues.

6.04 For the purposes of this Article, Union dues shall be the amount of monthly dues uniformly levied by the Union on its members in accordance with its Constitution and By-Laws.

6.05 The Union will advise the Company through its designated representative, by letter, not later than the fifth (5th) day of the month following the effective date of this Agreement, of the amount of monthly Union dues uniformly levied on each of its members for the month. Thereafter, in the event of any change in this amount, the Union Representative will in the same manner advise the Company of the change no later than the fifteenth (15th) day of the month prior to the month in which the change is to become effective.

6.06 Deductions for a nurse who is laid off, given leave of absence or permanently transferred from the bargaining unit shall be automatically resumed upon the nurse's return following such layoff, leave of absence or transfer from the bargaining unit, from the nurse's first pay received in which the

nurse has sufficient net earnings to cover Union dues provided that a deduction for Union dues has not been made for the month in which the nurse returns to work.

6.07 The Company will use its best endeavors to comply with the provisions of this Article. However, it is relieved by the Union of both responsibility and liability for making or failing to make deductions hereunder in the event conditions are beyond the control of the Company.

6.08 Dues deductions shall be remitted to the designated Vice-President of Finance of the Union once each month within ten (10) days after the last regular pay day in the month. Any deductions made from subsequent payrolls in that month shall be included with the remittance for the following month. Management shall furnish the designated Vice-President of Finance of the Union, monthly, with a list of those for whom deductions have been made and the amounts of such deductions.

- (a) The Employer will identify each electronic submission by applicable Local #, Bargaining Unit Name, ONA Dues Month, and Reference # (applicable direct deposit #).
- (b) The Employer will provide completed Excel CSV file to ONA via account edues@ona.org.
- (c) The Employer will continue to provide the Local and Bargaining Unit with a copy of the electronic submission of dues information.
- (d) Within three (3) business days of the beginning of the month, the Company shall provide an electronic submission to ONA via account edues@ona.org which will contain the nurses' employee identification number, first and last name, status of the nurse, and current address and phone number on record.

6.09 In cases where a deduction is made which duplicates a payment already made to the Union by a nurse or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the nurse will be made by the Union.

6.10 The Company may, at its option, cease at any time to make such deductions if there is any breach of Article V, Paragraph (5.01), of this Agreement by members of the Union.

ARTICLE VII
REPRESENTATION

7.01 For the purpose of adjusting grievances in accordance with the grievance procedure, the Union shall be represented by one (1) Bargaining Unit President, one (1) 1st Vice President, and one (1) Alternate of the Local Executive at the Oshawa location. The Alternate shall function only in the event that either the Bargaining Unit President or 1st Vice President is not available. It is further understood that permitting the Local Executive Alternate to function will not result in any increase in representation being furnished.

7.02 The names of each Representative as specified in (7.01) above, shall be given in writing to Management. No Representative shall function, as such, until Management has been advised of such selection in writing by a designated officer of the Union. Any changes in the representation of the Nurses shall be promptly reported to Management in writing and shall be effective at the start of the next regular assigned shift following that on which the notice is received by the Company.

7.03 The Company will recognize such Representative(s) for the purpose of settling grievances at all steps of the grievance procedure up to, but not including Arbitration.

7.04 No one shall be eligible to serve as a Representative unless they are a nurse working in the bargaining unit and they have attained length of service of at least six (6) months. Should a Representative be absent from the plant for one (1) week or longer, the Representative will advise the Company as to the name of a designate Representative.

7.05 It is agreed and understood that a Representative, as well as any other nurse, has regular duties to perform in connection with their employment. A Representative with the approval of their Supervisor, shall be permitted, and such permission shall not be unreasonably withheld, during regular working hours of their shift, without loss of time or pay, to

leave their regular duties for a reasonable period to handle grievances, as provided hereinafter. Whenever more than a reasonable period of time is being taken by a Representative to accomplish the investigation and adjustment of a grievance, the Supervisor may decline to approve payment for such period of time as the Supervisor may consider to be excessive.

7.06 The above provisions do not normally require that a Representative be called to work at other than their regularly scheduled hours to represent nurses.

The parties agree that nurses are entitled to representation at any time a nurse is on duty. Should a Representative be required to attend the plant at Management's request to represent nurses at times other than their regularly scheduled hours, the Company agrees to compensate the Representative for the time they are in the plant performing such duties. Whenever more than a reasonable period of time is being taken by a Representative to accomplish such tasks, the Supervisor may decline to approve payment for such period of time as the Supervisor may consider to be excessive.

7.07 Representatives shall be paid at their appropriate rate of pay for all time worked attending meetings scheduled by Management.

7.08 A Negotiating Committee of up to four (4) Representatives plus a Labour Relations Officer, from the Ontario Nurses' Association, will be designated for collective bargaining sessions for the bargaining unit.

It is understood and agreed that the Labour Relations Officer is the signing authority for Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.

7.09 The Local representatives, as defined in Paragraph (7.01), may assist nurses at the Plant Level in seeking review of benefit plan claims pursuant to the provisions of the Benefit Plans set forth in Paragraph (15.07).

ARTICLE VIII
GRIEVANCE PROCEDURE
AND
ARBITRATION

8.01 (a) All grievances arising between nurses and the Company shall be dealt with as speedily and effectively as possible in accordance with the following procedure.

(b) In the event the services of one of the Representatives is requested by a member of Management during other than the working hours of their shift, the Representative will be paid at their regular straight time rate for such time as their services may be required by Management.

Step One (1)

8.02 Any nurse having a grievance or one designated member of a group (names specified) having a grievance regarding the application of a specific term of this Agreement will take it up with their Supervisor, who will attempt to adjust it. In the event the grievance is not adjusted, the nurse may request the Supervisor to call the Representative. The Supervisor will then send for the Representative without further discussion and without undue delay. The Representative, with or without the nurse being present, may attempt to adjust the grievance with the Supervisor.

8.03 In the event the grievance is not satisfactory adjusted, it will be reduced in writing and answered by the Supervisor within two (2) days of receipt.

Step Two (2)

8.04 The Ontario Nurses' Association Representative will be allowed to pursue a plant investigation of the grievance upon written request of the Ontario Nurses' Association given

to the Company at least twenty-four (24) hours before each meeting.

8.05 At the conclusion of the investigation, the Ontario Nurses' Association Representative will provide notice to the Company representative with the intent to exchange the Statement of Unadjusted grievance. The parties will exchange the Statement of Unadjusted grievance within five (5) working days following the notice. The Union's statement will set forth the pertinent facts and circumstances surrounding the grievance. The Company's statement will set forth the pertinent facts and the Company's reason in support of its position.

Suspension and Discharge Cases

8.06 Any nurse who is to be interviewed concerning possible discipline, a suspension or discharge, will be removed from their work area. The employer will advise the nurse that the nurse may request the presence of their Representative to represent the nurse during such interview. The Representative will be called promptly.

8.07 In imposing 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 for falsification of the nurse's employment application after a period of twelve (12) months from the nurse's date of hire.

8.08 Any nurse who has been assessed a written reprimand, suspension or discharge shall be advised in writing of the reason therefore.

8.09 Any nurse who has been disciplined, suspended or discharged will be advised by the employer that the nurse may request the presence of the Representative to discuss the case with the nurse, in an office designated by Management, before the nurse is required to leave the premises. The Representative will be called promptly. Whether called or not, the Representative will be advised in writing within one (1)

working day of twenty-four (24) hours of the fact of a written reprimand, suspension or discharge and will be given a copy of the statement given to the nurse.

8.10 It is important that grievances charging unjust suspensions, or discharges, be handled promptly, according to the grievance procedure. Grievances must be filed directly at Step Two of the grievance procedure within three (3) working days, unless this time limit is extended by written agreement between the parties, of the suspension, or discharge. Management will review and render a decision on the case within three (3) working days of the Step Two meeting. (A Union Representative may be included in the Step Two meeting.) If a decision of Management in such a case is not appealed by the Committee within three (3) working days, the matter will be considered closed.

8.11 Any grievance not appealed in writing from one step of this grievance procedure Article VIII to the next step within the time limits as specified, shall be considered settled on the basis of the last decision and not subject to further appeal.

8.12 No claims, including claims for back wages, by a 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, and such claim must be filed within thirty (30) days following the circumstances giving rise to the complaint or grievance.

In cases based on a violation which is continuing if the circumstances of the case made it impossible for the nurse or for the Union, as the case may be, to know that the nurse, or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period one (1) month prior to the date the claim was first filed in writing.

No decision of an Arbitrator or of Management in one case shall create a basis for a retroactive adjustment in any other case, prior to the date of written filing of each such specific claim.

All claims for back wages shall be limited to the amount of wages the nurse would otherwise have earned from the nurse's employment with the Company during the period covered by the claim, less the following: benefits received under any Company benefit program, or compensation for personal service other than the amount of compensation the nurse was receiving from any other employment which the nurse had at the time the nurse last worked for the Company, and which the nurse would have continued to receive had the nurse continued to work for the Company during the period covered by the claim.

Arbitration

8.13 If the grievance is not adjusted at Step Two, it may be appealed to an Arbitrator as follows: Fifteen (15) working days following Management's decision at Step Two, a Notice of Appeal to the Arbitrator may be given to Management by the Nurses' Labour Relations Officer.

In cases appealed to an Arbitrator by Management, a Notice of Appeal to the Arbitrator will be given by Management to the Nurses' Labour Relations Officer within fifteen (15) working days following the Union's decision at Step Two.

All differences between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether such a matter is arbitrable, shall be arbitrable. No other difference shall be arbitrable.

8.14 An Arbitrator shall be selected by mutual agreement within thirty (30) days from date of written appeal to arbitration, unless the time limits are extended by mutual agreement. If agreement on the Arbitrator is not reached as provided above, then either party shall appeal to the Minister of Labour of the Province of Ontario to appoint an Arbitrator. The fees and expenses of the Arbitrator will be shared equally by the Parties.

8.15 In any arbitration the written grievance of the nurse or nurses first presented on the grievance form, or as amended at Step Two, the written decision at each step of the grievance procedure in respect thereof, and the Statements of Unadjusted grievance shall be presented to the Arbitrator and the Arbitrator's decision shall be confined to deciding the issue therein set out.

8.16 An Arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. The Arbitrator shall, however, in respect of a grievance involving discipline, suspension or discharge of a nurse, be entitled to modify or set aside such penalty if, in the Arbitrator's opinion, it is just and equitable to do so.

8.17 The Arbitrator's decision will be final and binding on the Union, on the nurse or nurses involved, and on the Company.

ARTICLE IX

SENIORITY

9.01 Fundamentally the rules of this Agreement respecting seniority rights are designed to give nurses an equitable measure of security based on their length of continuous service in the bargaining unit in which they are employed.

9.02 The word "seniority" as used in this Agreement shall mean the length of a nurse's unbroken service in the bargaining unit measured from the nurse's seniority date in accordance with the terms of this Agreement, it being understood and agreed, however, that the seniority of any nurse who has an established seniority date on the effective date of this Agreement shall be the length of the nurse's service in the bargaining unit measured from such seniority date unless such nurse's seniority is hereafter broken under the terms of this Agreement.

(a) A person who worked in a nursing capacity prior to certification of the Union, shall accumulate seniority until September 5, 1988, so long as their service with the Company is not broken. Thereafter such person will retain but not accumulate seniority. Such person shall, on their transfer into the bargaining unit, be credited with the seniority held as of September 5, 1988 and shall accumulate seniority from the date of the person's entry into the bargaining unit.

(b) A person who has been permanently transferred out of the bargaining unit, shall, for a period not to exceed one (1) year, so long as their service with the Company is not broken, retain but not accumulate seniority held at the time of the permanent transfer out of the bargaining unit. Such a person shall, on their transfer back into the bargaining unit, be reinstated in the bargaining unit with the seniority held at the time of the transfer and resume accumulation from the date of the person's return to the bargaining unit. When such a transfer exceeds one (1) year, seniority held on the date of transfer from the bargaining unit shall be lost.

(c) A person who has been temporarily transferred out of the bargaining unit for a period of time which does not exceed a total of six (6) months in any calendar year shall accumulate seniority during the period of time they are not in the bargaining unit, so long as their service with the Company is not broken. Such a person shall, on their transfer back into the bargaining unit, be reinstated in the bargaining unit with such accumulated seniority.

9.03 A nurse shall acquire seniority rights after working ninety (90) days in any consecutive six (6) month period terminating during the life of this Agreement, in which event, the nurse's seniority date will be a date ninety (90) days prior to the date on which the nurse's seniority rights were acquired.

Probationary nurses shall not receive credit for time off sick toward the ninety (90) days of employment required to acquire seniority and in no case shall a probationary nurse's name be placed on a seniority board while away from work on a sick leave.

In the event a probationary nurse is summoned and reports for jury duty as prescribed by applicable law during the period of six (6) continuous months preceding the date the nurse acquires seniority, the nurse's seniority when acquired will be adjusted to give the nurse credit for seven (7) additional days for each week in the period in which the nurse did not work and during which jury duty was performed. The nurse must furnish evidence that the jury duty was performed in order to receive seniority credit in accordance with this provision.

(a) Notwithstanding Paragraph (9.03) above, individuals who were "nurses" on the effective date of this Agreement as defined in Paragraph (2.02) will have a seniority date established as follows:

1. nurses who were full time prior to the effective date of this Agreement shall establish, as their seniority date, the date that they were hired by the Company and have since continued to hold unbroken service with the Company.

2. nurses who were previously entitled to work a maximum of thirty-two (32) hours each week prior to the effective date of this Agreement shall establish, as their seniority date, a date which gives them credit for 80% of the calendar days during which employed, from the effective date of this Agreement back to the date that they were hired by the Company, providing they have since continued to hold unbroken service with the Company.

9.04 A nurse shall be a "Probationary Nurse" until such nurse has acquired seniority rights at which time the nurse shall become a "Seniority Nurse." The retention of Probationary Nurses shall be solely at the discretion of Management and there shall be no responsibility for the reemployment of Probationary Nurses who are separated or discharged. Any claim made by a Probationary Nurse, that such nurse's separation or discharge is not for just cause, may be taken up as a grievance after thirty (30) days of employment.

9.05 A nurse's seniority shall be broken:

(a) if the nurse quits;

(b) if the nurse is discharged (if the discharge is reversed under the Grievance Procedure such nurse shall be reinstated without loss of seniority);

(c) if the nurse is absent for three (3) working days without properly notifying Management, unless a satisfactory reason is given.

(d) if the nurse fails to report for work in accordance with a notice of recall which is clear in intent and purpose or within five (5) working days after mailing of such notice, whichever is later, unless a satisfactory reason is given;

(e) if the nurse fails to report for work within five (5) working days after the expiration of any leave granted to the nurse, unless a satisfactory reason is given.

(f) if the nurse is laid off or is absent on a sick leave pursuant to Paragraph (10.07) for a continuous period equal to the seniority such nurse had acquired at the time of such layoff period or sick leave.

For the purpose of computing the period for breaking seniority only, the first full day of layoff or sick leave will be used.

(g) if during the period a nurse has been absent on sick leave, pregnancy leave, or educational leave, the nurse would otherwise have been laid off, and such sick leave, pregnancy leave, or educational leave terminates, the period which breaks seniority shall start from the date the nurse would otherwise have been laid off;

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

(1) the nurse shall on such retirement cease to have seniority;

(2) if the nurse has been retired on total and permanent disability pension and has thereby broken seniority in accordance with this Paragraph (9.05(h)) and if the nurse recovers and the nurse's pension is discontinued, the nurse's seniority will be reinstated as though the nurse had been continued on a sick leave during the period of the disability retirement, provided, however, if the period of the disability retirement was for a period longer than the nurse's seniority at the date of retirement, the nurse shall, upon the discontinuance of the disability pension, be given seniority equal to the amount of seniority the nurse had at the date of such retirement;

(3) if the nurse retires or is retired otherwise than on a total and permanent disability pension and is subsequently reemployed the nurse shall be considered a new nurse and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing holiday and vacation pay;

9.06 Seniority nurses who have been recalled shall be reemployed as they report for work. Management shall be entitled to fill, on a temporary basis, any jobs available.

When Management sends a notice of recall to a nurse, it shall send such notice, in line with the nurse's seniority rights under the terms of this Agreement, by registered mail or other locally agreed upon method, addressed to the last address which such nurse has recorded with the Company.

In order to prevent loss of the nurse's seniority, under the provisions of Paragraph (9.05), it shall be each nurse's responsibility to keep Management informed of the nurse's proper mailing address. Such notification shall be made in writing to the nurse's supervisor.

9.07 Should a nurse's seniority be broken and should the nurse thereafter be rehired, such nurse shall, on such rehiring, be a Probationary Nurse.

9.08 When a nurse acquires seniority rights, the nurse's name shall be placed on the bargaining unit seniority list.

9.09 A current seniority list of bargaining unit nurses shall be posted following any changes and/or at the request of the chairperson for inspection within the workplace.

9.10 Job Postings

(1) All permanent openings shall be posted in the workplace for one (1) week.

(2) All nurses with one (1) or more years of seniority may make application to their Supervisor in the manner prescribed by the company.

(3) Applicants will be given, in seniority order, such opening providing such applicant is available and capable of performing the job.

(4) (a) A nurse will be entitled to one (1) permanent job posting move per year.

(b) A nurse will be entitled to apply for more than one (1) temporary job posting in a year provided the nurse's last temporary assignment has been completed, unless mutually agreed to by the parties.

(5) Any nurse, prior to taking an approved leave of absence, can make written application to their Supervisor of an interest in a particular position should a job posting arise while they are absent. Upon their return, the application becomes null and void.

(6) Any secondary opening resulting from filling jobs pursuant to these provisions may be filled by Management, at its discretion, by reassignment after considering application on file without regard to seniority or by new hire

(7) Any openings created by the absence of a nurse on an uninterrupted sick leave of absence exceeding three (3) months shall be posted as a temporary opening for a period not to exceed twelve (12) months. In the event the nurse's leave exceeds twelve (12) months, the temporary assignment will be posted as a permanent opening.

(8) Upon returning to work from the sick leave of absence, the displaced nurse shall bump the lowest Oshawa Wide seniority nurse in the shift held prior to leaving on the sick leave of absence.

(9) The nurse who accepted the temporary assignment shall return to their prior assignment.

(10) Notwithstanding the above job posting provisions, Management may reassign nurses for a temporary period of time, (not to exceed one (1) year in duration), including nurses whose assignment results from application of these job posting provisions, for the purpose of professional development, changes in production, schedules, issue resolution, absence replacement, and for the purpose of

accommodating nurses who provide medical evidence of capability restrictions.

(11) None of the above mentioned provisions herein supercede any of the other provisions of the Agreement.

9.11 Layoff and Recall

For layoff purposes nurses will be removed in line with their bargaining unit seniority in accordance with the following:

(a) For layoffs not exceeding thirteen (13) consecutive weeks, nurses will be removed in line with their bargaining unit seniority unless otherwise agreed to by the parties.

(b) For layoffs exceeding thirteen (13) consecutive weeks, nurses will be removed in line with their bargaining unit seniority.

(c) For layoffs under (a) above, the nurses who remain at work and have been displaced from their regular position will be placed in the open positions. These nurses who have been moved to the open position will not displace another nurse who has the seniority to remain at work from their regular position.

(d) For layoffs under (b) above, the nurses affected will exercise their seniority first against the lowest seniority nurse on their own shift and, failing to have sufficient seniority to be retained on their own shift, will exercise their seniority against the lowest seniority nurse in the bargaining unit.

In the event of a layoff affecting two or more nurses with the same seniority date, a Lottery will be held in the presence of the Nurse Representative to determine who would be laid off. The nurse's name first drawn will be considered to have the least seniority, and this process will be repeated as many times as necessary to determine the order of layoff.

(e) In the event of any proposed layoff, the Company shall provide the Union with written notice in advance of the

impacted employees. The notice will also cite the reason for the layoff.

9.12 For layoffs not exceeding thirteen (13) weeks, nurses remaining who are not immediately affected by the layoff may choose by seniority according to lay-off or inverse lay-off rules, to take all or part of the lay-off in weekly increments provided the Company is satisfied that there would be no adverse impact or additional cost incurred by the Company.

The parties must agree in writing no later than the date established by the Company for each period of layoff. Once the schedule is accepted by the Company, no further alterations are permitted.

Nurses forced on the temporary layoff noted above, will notify the Company in writing of their availability in monthly increments for any available shifts with the understanding that the nurse will be available to work if contacted by Management, prior to a casual nurse being contacted.

9.13 For layoff exceeding thirteen (13) weeks, nurses may voluntarily elect to assume casual status. During the period of this election the full-time nurse will be paid the full-time wage rate and retain their recall right, otherwise they would not be entitled to any additional benefits above those of casual nurses.

ARTICLE X

LEAVES OF ABSENCE

10.01 Requests for leaves of absence must be submitted in writing at least fourteen (14) calendar days prior to the date such leave of absence is to commence in order to be considered for approval by management.

Provisions governing the granting of informal leaves of absence may be agreed upon locally.

10.02 Any nurse, elected as a delegate to any Ontario Nurses' Association activity necessitating a leave of absence may be granted such leave not to exceed thirty (30) days, after proper notification by the Representative of the Ontario Nurses' Association to Management, in writing, at least five (5) working days in advance of the time the nurse is to leave. Approval of such requests will not be unreasonably withheld.

10.03 A leave of absence not exceeding two (2) years may be granted to a nurse for full time assignment as an Union representative, providing a request, stating the purpose of such leave, is made in writing to Management by the Representative of the Ontario Nurses' Association and providing that the nurse's seniority is equal to or greater than the period of time required. Such leave may be renewed by Management upon written request of the Union. Such leave may be extended by mutual agreement.

10.04 Nurses requesting formal leaves of absence exceeding thirty (30) days, shall make application therefore in writing to the Personnel Department. Such leaves of absence may be granted to a nurse for not more than ninety (90) days. Such leaves of absence may be extended at the option of Management for a period of not more than ninety (90) days upon application by the nurses to the Personnel Department before the expiration of their first leaves.

(a) Special Leaves of Absence for Pregnancy and Parental Leaves will be granted in accordance with existing Provincial Legislation governing such leaves.

(b) Notwithstanding the above, nurses with one (1) or more years of seniority who desire to further their education may make application for a leave of absence for that purpose.

One continuous leave of absence for such education will be granted to eligible nurses for a period not to exceed twelve (12) months subject to the provisions of Paragraph (9.05(e)) of this Agreement. Additional leaves of absence may be granted at the option of Management. Except as otherwise provided in Paragraph (9.05(g)), seniority shall accumulate during such leaves of absence.

10.05 Any Seniority Nurse elected to public office (Municipal, Regional, Provincial, or Federal) shall, upon written application to the Personnel Director, be granted a leave(s) of absence for the period of time necessary to fulfill the duties of such office during the nurse's first term of active service in such elective office, providing that the nurse's seniority is equal to or greater than the period of time which is required.

Additional leaves of absence for service in elective public office may be granted at the option of the Personnel Director upon written application by the nurse.

10.06 Any Seniority Nurse who is appointed to a position as administrative assistant in a Federal, Provincial, or Regional Government office, or as a Labour Representative on a Community Agency, or to a non-civil service governmental position which is not generally available to an applicant for employment, may make written application for a leave of absence for the period of the nurse's active service in such position, not to exceed one (1) year. Such leave may be renewed at the option of Management upon written application by the nurse.

10.07 Sick leave will be granted to any nurse for a period of continuing disability based on timely presentation of evidence of disability which is satisfactory to the Company. Except as otherwise provided in Paragraph (9.05(g)), seniority of such nurses shall accumulate during sick leave and shall be broken, figured from the date the sick leave started, on the same basis as provided in Paragraph (9:05(f)) for laid off nurses breaking seniority.

10.08 Seniority nurses shall accumulate seniority during periods of leave of absence subject to the provisions of Paragraph (9.05(f)). Such nurses shall, on their return at the expiration of any leave of absence granted to them, be reinstated in line with their seniority.

10.09 A nurse with seniority who is summoned and reports for jury duty (including Coroner's juries and duty required in connection with the Ontario Public Institution Inspection Act) as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages (excluding night shift premium) the nurse otherwise would have earned by working during straight time hours for the Company on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which the nurse reports for or performs jury duty and on which the nurse otherwise would have been scheduled to work for the Company.

In order to receive payment, a nurse summoned for jury duty must give Management prior notice of such and must furnish satisfactory evidence that such nurse reported for or performed jury duty on the days for which such payment is claimed. The provisions of this Paragraph (10.09) are not applicable to a nurse who, without being summoned, volunteers for jury duty.

10.10 When death occurs in a seniority nurse's immediate family, as defined below, the nurse, on request, will be excused up to the number of normally scheduled working days as indicated in the chart below, (excluding Saturdays, Sundays 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.

The immediate family and the associated number of excused normally scheduled working days for purposes of this Paragraph (10.10) are defined as:

Employee's Immediate Family Member	Number of Excused Normally Scheduled Working Days
Spouse Parent Child Brother Sister	Four (4) days
Step Parent Grandparent Step Child Grandchild Step Brother Half Brother Step Sister Half Sister Current Spouse's Parent Current Spouse's Step Parent Current Spouse's Grandparent Son's Current Spouse Daughter's Current Spouse	Three (3) days

A nurse excused from work under this Paragraph (10.10) shall, after making written application, receive the amount of wages the nurse would have earned by working during straight time hours on such scheduled days of work for which such nurse is excused (excluding Saturdays, Sundays and holidays).

Payment under this provision shall be made at the nurse's rate of pay, including night shift premium if applicable, but excluding overtime, as of the nurse's last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

ARTICLE XI

HOURS OF WORK AND OVERTIME

11.01 (a) "Straight time rate" as used in this Agreement means the nurse's regular hourly rate as set forth in Article XIII of this Agreement.

(b) "Time and one-half" as used in this Agreement means one and one-half (1-1/2) times the applicable straight time rate.

(c) "Double time" as used in this Agreement means two (2) times the applicable straight time rate.

(d) "Overtime" as used in this Agreement means any hours compensated at time and one-half or double time.

11.02 In calculating the pay to which a nurse is entitled under this Section, a nurse's "day" shall be the twenty-four (24) consecutive hours from:

(1) The time a nurse is scheduled to start work on the particular calendar day, or

(2) The time a nurse commenced work on the particular calendar day if earlier than the nurse's scheduled starting time for that day, as the case may be.

11.03 All work performed by the nurse in the nurse's "day" will be considered as having been performed on the calendar day on which such "day" commenced. Should the starting time of any such shift be midnight, it shall be deemed to have commenced immediately prior to midnight.

11.04 (a) A nurse's work week shall start with the commencement of the nurse's day on Monday, except as may be agreed otherwise between Management and the Union.

(b) With the implementation of the new timekeeping system, it was agreed that the weekly pay period will be

modified to commence on Sunday to align with Service Canada.

11.05 A nurse will be compensated for time worked at the nurse's straight time rate except as otherwise provided herein.

A nurse will be compensated for time worked on the holidays specified in Paragraph (12.01) at double time, to the extent that such time is not part of their shift of the day preceding the holiday. In addition such nurse may also be eligible for Holiday Pay pursuant to Article XII of the Agreement.

11.06 A nurse who has worked eight (8) hours at the applicable straight time rate in the nurse's day, shall be paid at the rate of time and one-half for all further time worked by the nurse on that day.

11.07 A nurse shall be paid at the rate of time and one-half for all time worked by the nurse on Saturday to the extent that such time is not part of the nurse's Friday shift, and for all time worked by the nurse on the August Civic Holiday, to the extent that such time is not part of the nurse's shift on the preceding day.

11.08 A nurse shall be paid at the rate of double time for all time worked by the nurse on Sunday, to the extent that such time is not part of the nurse's Saturday shift.

11.09 Night shift premium, holiday pay and overtime payments, or any of them shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement. Hours worked and paid for at overtime under any provision of this Agreement shall not be counted more than once for the purpose of determining whether a nurse is entitled to overtime under the same or any other provision of this Agreement.

11.10 The supervisor of nurses will endeavor to give notice to the bargaining unit of any change in established shift hours as far in advance as possible.

ARTICLE XII

HOLIDAY PAY

12.01 Nurses shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

1ST YEAR	
<u>OCTOBER 7, 2016</u>	*FRIDAY PRECEDING THANKSGIVING
<u>OCTOBER 10, 2016</u>	THANKSGIVING
<u>DECEMBER 26, 2016</u> <u>DECEMBER 27, 2016</u> <u>DECEMBER 28, 2016</u> <u>DECEMBER 29, 2016</u> <u>DECEMBER 30, 2016</u>	CHRISTMAS HOLIDAY PERIOD
<u>JANUARY 2, 2017</u>	
<u>APRIL 14, 2017</u> <u>APRIL 17, 2017</u>	GOOD FRIDAY DAY AFTER EASTER
<u>MAY 19, 2017</u>	FRIDAY PRECEDING VICTORIA DAY
<u>MAY 22, 2017</u>	VICTORIA DAY
<u>JUNE 30, 2017</u>	FRIDAY PRECEDING CANADA DAY
<u>SEPTEMBER 1, 2017</u>	FRIDAY PRECEDING LABOUR DAY
<u>SEPTEMBER 4, 2017</u>	LABOUR DAY

2nd YEAR	
<u>OCTOBER 6, 2017</u>	*FRIDAY PRECEDING THANKSGIVING THANKSGIVING
<u>OCTOBER 9, 2017</u>	
<u>DECEMBER 25, 2017</u> <u>DECEMBER 26, 2017</u> <u>DECEMBER 27, 2017</u> <u>DECEMBER 28, 2017</u> <u>DECEMBER 29, 2017</u> <u>JANUARY 1, 2018</u>	CHRISTMAS HOLIDAY PERIOD
<u>MARCH 30, 2018</u> <u>APRIL 2, 2018</u>	GOOD FRIDAY DAY AFTER EASTER
<u>MAY 18, 2018</u>	FRIDAY PRECEDING VICTORIA DAY VICTORIA DAY
<u>MAY 21, 2018</u>	
<u>JUNE 29, 2018</u>	FRIDAY PRECEDING CANADA DAY
<u>AUGUST 31, 2018</u>	FRIDAY PRECEDING LABOUR DAY LABOUR DAY
<u>SEPTEMBER 3, 2018</u>	

3rd YEAR	
<u>OCTOBER 5, 2018</u>	*FRIDAY PRECEDING THANKSGIVING THANKSGIVING
<u>OCTOBER 8, 2018</u>	
<u>DECEMBER 24, 2018</u> <u>DECEMBER 25, 2018</u> <u>DECEMBER 26, 2018</u> <u>DECEMBER 27, 2018</u> <u>DECEMBER 28, 2018</u> <u>DECEMBER 31, 2018</u> <u>JANUARY 1, 2019</u>	CHRISTMAS HOLIDAY PERIOD
<u>APRIL 19, 2019</u> <u>APRIL 22, 2019</u>	GOOD FRIDAY DAY AFTER EASTER
<u>MAY 17, 2019</u>	FRIDAY PRECEDING VICTORIA DAY VICTORIA DAY
<u>MAY 20, 2019</u>	
<u>JUNE 28, 2019</u>	FRIDAY PRECEDING CANADA DAY
<u>AUGUST 30, 2019</u>	FRIDAY PRECEDING LABOUR DAY LABOUR DAY
<u>SEPTEMBER 2, 2019</u>	

4th YEAR	
<u>OCTOBER 11, 2019</u> <u>OCTOBER 14, 2019</u>	*FRIDAY PRECEDING THANKSGIVING THANKSGIVING
<u>DECEMBER 23, 2019</u> <u>DECEMBER 24, 2019</u> <u>DECEMBER 25, 2019</u> <u>DECEMBER 26, 2019</u> <u>DECEMBER 27, 2019</u> <u>DECEMBER 30, 2019</u> <u>DECEMBER 31, 2019</u> <u>JANUARY 1, 2020</u>	CHRISTMAS HOLIDAY PERIOD
<u>APRIL 10, 2020</u> <u>APRIL 13, 2020</u>	GOOD FRIDAY DAY AFTER EASTER
<u>MAY 15, 2020</u> <u>MAY 19, 2020</u>	FRIDAY PRECEDING VICTORIA DAY VICTORIA DAY
<u>JUNE 26, 2020</u>	FRIDAY PRECEDING CANADA DAY
<u>SEPTEMBER 4, 2020</u> <u>SEPTEMBER 7, 2020</u>	FRIDAY PRECEDING LABOUR DAY LABOUR DAY

In the event an additional Federal or Provincial holiday is proclaimed during the life of this Agreement, such holiday will replace the holiday designated in this Agreement as the Friday preceding Victoria Day.

12.02 A nurse shall be paid at the nurse's straight time rate for eight (8.0) hours for specified holidays and the holidays in each of the Christmas Holiday Periods providing the nurse meets all of the following eligibility requirements except as otherwise provided in Paragraphs (12.03), (12.04), (12.05) and (12.06).

(a) The nurse must be a seniority nurse covered under this Agreement as of the date of each specified holiday and as of each of the holidays in each of the Christmas Holiday Periods.

(b) The nurse must have worked both the nurse's last scheduled work day prior to, and the nurse's first scheduled work day after each specified holiday and each Christmas

Holiday Period, and on such days the nurse must work at least as many hours as the nurse is scheduled to work, less one, unless the nurse's tardiness beyond one hour is excused by supervision.

(c) The nurse must have worked during the week in which the holiday falls except during the week that constitutes the Christmas Holiday Period. Failure to work either their last scheduled work day prior to or their next scheduled work day after each Christmas Holiday Period will disqualify the nurse for the two holidays in the Christmas Holiday Period which follow or precede such scheduled work day.

A nurse who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas Holiday Period up to and including December 31, will receive holiday pay for such holidays.

Each of the designated days in the Christmas Holiday Period shall be a holiday for purposes of this Holiday Pay Section.

(d) In order for nurses to have maximum time off during the Christmas Holiday Period, nurses will only be scheduled for work on the following days, which are not paid holidays under this Agreement, on a voluntary basis, except in emergency situations:

- Saturday, December 24, 2016
- Sunday, December 25, 2016
- Saturday, December 31, 2016
- Sunday, January 1, 2017
- Saturday, December 23, 2017
- Sunday, December 24, 2017
- Saturday, December 30, 2017
- Sunday, December 31, 2017
- Saturday, December 22, 2018
- Sunday, December 23, 2018
- Saturday, December 29, 2018
- Sunday, December 30, 2018
- Saturday, December 21, 2019
- Sunday, December 22, 2019

Saturday, December 28, 2019
Sunday, December 29, 2019

A nurse shall not be disqualified for holiday pay if the nurse does not accept work on such days.

12.03 Eligible nurses who have been laid off in a reduction in force, or who have gone on sick leave during the week prior to or during the week in which the holiday falls, shall receive pay for such holiday irrespective of date of recall.

12.04 A nurse shall not be entitled to holiday pay pursuant to Article XII of the Agreement whenever the nurse receives Workplace Safety and Insurance Board benefits for the same day as any holiday set forth in that Article. However, in the event that a nurse receives holiday pay and Workplace Safety and Insurance Board benefits for the same day, an amount equal to such holiday pay shall be deemed to be an advance of future earnings.

12.05 When a specified holiday falls within an eligible nurse's approved vacation period or during a period in which the nurse receives jury duty pay pursuant to Paragraph (10.09) of this Agreement, and the nurse is absent from work during the nurse's regularly scheduled work week because of such vacation or jury duty, the nurse shall be paid for such holiday.

12.06 When an eligible nurse is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, the nurse shall be eligible for pay for that holiday.

An eligible nurse whose leave of absence terminates during the Christmas Holiday Period, and who reports for work on the next scheduled work day after the Christmas Holiday Period, will be eligible for holiday pay beginning with the first holiday the nurse would otherwise have worked and each holiday thereafter in the Christmas Holiday Period.

In the event that the holiday falls on Friday, Saturday or Sunday, an eligible nurse on an approved leave of absence shall be eligible for pay for that holiday provided the nurse works the first scheduled work day in the next work week following such holiday.

12.07 A nurse who agrees to work on a holiday and who, without reasonable cause, fails to report for and perform such work, shall be ineligible for holiday pay.

ARTICLE XIII

WAGES

13.01 Notwithstanding future Pay Equity adjustments, the straight time hourly rates in effect on the date of this agreement shall be:

WAGE TABLE

Less than one year	<u>40.46</u>
1 year	<u>40.89</u>
2 years	<u>41.35</u>
3 years	<u>41.85</u>
4 years	<u>42.36</u>
5 years	<u>43.01</u>
6 years	<u>43.71</u>
7 years	<u>44.55</u>
8 years	<u>45.29</u>
9 years	<u>46.13</u>

The term "full years of seniority," as used in the above Wage Table, shall be based on seniority dates established for current nurses pursuant to Paragraph (9.03(a)) of this Agreement. For nurses hired subsequent to the effective date of this Agreement, the term "full years of seniority" shall be based on the seniority date established by such nurses pursuant to Paragraph (9.03) of this Agreement, except as provided in Paragraph (13.02).

(a) Each nurse will be advanced from their present straight time hourly wage rate to the straight time hourly wage rate for one more full year of seniority as described in the wage table set forth in Paragraph (13.01) on the Monday following the date on which the additional year's seniority was achieved, and thereafter on the Monday following each twelve (12) months after the nurse was last advanced, except as provided

hereinafter. If a nurse's absence without pay exceeds thirty (30) continuous calendar days during each twelve (12) month period, the date for advancement in straight time hourly wage rate based on full years of seniority will be extended by the length of such absence in excess of thirty (30) continuous calendar days and will be effective on the Monday following such extended time period.

13.02 Notwithstanding the provisions of Paragraph (13.01), the Company may, using criteria mutually developed by the parties, recognize prior nursing experience gained at duly recognized establishments, when hiring new nurses into the bargaining unit. Such new hires may be given credit for years of experience as determined by Management using these criteria, and may be assigned a straight time hourly rate as if a portion or all of such experience had been gained while employed in the bargaining unit.

Such prior experience may apply only for the purposes of determining the appropriate wage rate of the newly hired nurse.

13.03 A night shift premium on night shift earnings, including overtime premium pay, will be paid to a nurse for time worked on a shift scheduled to start in accordance with the following chart:

Scheduled Shift Starting Time	Amount of Shift Premium
(1) On or after 11:00 a.m. and before 7:00 P.M.	Five Percent
(2) On or after 7:00 p.m. and on or before 4:45 a.m.	Ten Percent
(3) After 4:45 a.m. and before 6:00 a.m.	Ten Percent until 7:00 a.m.

When a nurse covered by (1) above is scheduled to work more than nine (9) hours and until or beyond 2:00 a.m., such nurse shall be paid ten percent for the hours worked after 12 midnight.

In applying the above night shift premium provisions, a nurse shall be paid the premium rate, if any, which attaches to the shift that nurse works on a particular day.

13.04 (a) Any nurse reporting for work or starting work without having been advised that there will be no work, shall receive a minimum of four hours' pay at the applicable hourly rate.

(b) Any nurse who is called to work as a result of emergencies and works four (4) hours or less, shall receive a minimum of four (4) hours pay at the straight time rate.

ARTICLE XIV

VACATION PAY

14.01 Each nurse who has one or more years' seniority as of the vacation pay eligibility date, shall on that date become entitled to two (2) weeks' vacation in that year. Time off for paid absence allowance is deemed to be vacation time off.

14.02 The vacation pay and paid absence eligibility date in each plant shall be June 30th.

14.03 No nurse shall receive less vacation pay than that to which such nurse would be entitled under existing law at the time such vacation is payable. For the purpose of ensuring compliance with such law, pay for paid absence allowance is deemed to be vacation pay.

14.04 The expression "minimum hours" wherever used in this Section shall mean a total of 1,000 hours in the vacation eligibility year which shall be the fifty-two (52) pay periods immediately preceding the pay period in which the Canada Day holiday is to be observed in that year. For the purpose only of calculating minimum hours worked, hours paid for holidays not worked, jury duty and bereavement leave, shall be considered as hours worked.

14.05 (a) Each nurse hired prior to December 14, 2012, who has attained at least one year's seniority as of the vacation pay eligibility date and who has worked the minimum hours in the vacation eligibility year, shall become entitled following that date, to vacation pay in accordance with the following chart:

For an Eligible Nurse With Seniority Of	Hours Of Full Vacation Pay	Paid Absence Allowance	Total
One but less than three years	38	64	102
Three but less than five years	58	64	122
Five but less than ten years	78	64	142
Ten but less than fifteen years	98	64	162
Fifteen but less than twenty years	118	64	182
Twenty or more years	158	64	222

(b) Each nurse, hired after December 14, 2012, who has attained at least one year's seniority as of the vacation pay eligibility date and who has worked the minimum hours in the vacation eligibility year, shall become entitled on that date to vacation pay, in accordance with the following chart:

For An Eligible Employee With Seniority Of	Hours Of Vacation Pay Allowance
Less Than One Year	4% of annual earnings
One But Less Than Two Years	80
Two But Less Than Three Years	88
Three But Less Than Four Years	96
Four But Less Than Five Years	104
Five But Less Than Six Years	112
Six But Less Than Seven Years	120
Seven But Less Than Eight Years	120
Eight But Less Than Nine Years	120
Nine But Less Than Ten Years	120

Upon attaining ten (10) years of seniority, the employee will become eligible for vacation pay and paid absence allowance pursuant to 14.05 (a) above.

(c) Whenever paid absence allowance must be used to ensure compliance with existing law related to vacations, paid absence allowance will be taken by the nurse and paid by the Company at the time and in the manner required to ensure

such compliance. Local Management may issue a procedure for such purpose.

14.06 (a) Vacation pay allowances, in each year, shall be calculated on the basis of the nurse's straight time rate for the last pay period in which the nurse worked and which ended prior to the vacation pay eligibility date.

(b) An eligible nurse may use paid absence allowance credit during the eligibility year following the date such paid absence allowance is credited to the nurse, provided the nurse's absence from work is for not less than four (4) continuous hours and is excused for illness (when not receiving sickness and accident benefits), personal business, or a leave of absence for vacation purposes.

(c) Paid absence allowance shall be calculated on the basis of the employee's rate of pay plus the attached night shift premium, but not including overtime premium that would have attached to the nurse's straight time rate if the employee had worked the nurse's regularly scheduled shift had such day not been a paid absence.

14.07 Where a nurse has failed to work the minimum hours in the vacation pay eligibility year, the nurse shall be entitled to the vacation pay and paid absence allowance credit shown in Paragraph (14.05) for that year to which the nurse would have been entitled if such nurse had worked the minimum hours for that year, reduced by five (5) percent for each fifty (50) hours (or fraction thereof) by which the nurse has failed to work the minimum hours for that year.

14.08 Each nurse who is discharged and who on the vacation pay eligibility date immediately preceding the discharge had one or more years' seniority, shall receive in lieu of the vacation pay to which the nurse might be otherwise entitled under the provisions of this Article, the following:

(a) Vacation pay, if any, to which the nurse may have become entitled under the provisions of this Article as of the vacation pay eligibility date immediately preceding the date of

discharge and which has not been paid to the nurse prior to the date of discharge; and

(b) Whatever amount the nurse would be entitled to receive under existing law, from the Company since the vacation pay eligibility date immediately preceding the date of discharge, up to the date of discharge.

14.09 Each nurse who has broken seniority (other than as a result of discharge) and who on the vacation pay eligibility date immediately preceding the date of such cessation had one (1) or more year's seniority, shall receive vacation pay equal to:

(a) All vacation pay to which the nurse may have become entitled under the provisions of this Article as of the vacation pay eligibility date immediately preceding the date of such cessation of employment and which has not been paid to the nurse prior to the date of cessation of employment; and

(b) An amount equal to the vacation pay to which the nurse would have become entitled under the provisions of this Article had such nurse remained in the employment of the Company until the vacation pay eligibility date next following cessation of employment.

14.10 In determining the length of a vacation, a week shall mean seven (7) consecutive days including Saturdays, Sundays and holidays falling within the period.

ARTICLE XV

GENERAL PROVISIONS

15.01 Management will install a bulletin board in each Health Centre which may be used by the Union for posting notices approved by Management and restricted to:

notices of Union recreational and social affairs;

notices of Union elections;

notices of Union appointments and results of local unit elections;

notices of Union meetings;

other notices concerning bona fide Union activities such as:

Cooperatives, Credit Unions and Unemployment Insurance information.

There shall be no other general distribution or posting by employees on the bulletin boards provided herein of pamphlets, advertising of political matter, notice, or any kind of literature in the Medical Department, other than as herein provided.

15.02 Insofar as it is practicable for Management to do so, overtime will be equitably distributed among those nurses in the bargaining unit which performs similar work in accordance with the process outlined in Letter No. 7.

15.03 The Union shall not conduct or attempt to conduct any Union activity during working time, except as herein expressly provided.

15.04 The Union will not during the life of this Agreement make any economic demands on the Company.

15.05 No provisions of this Agreement shall have any effect prior to the date hereof unless otherwise specifically stated herein.

15.06 The parties to this Agreement have provided for Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement.

These Supplemental Agreements and Plans are attached hereto as exhibits, identified as follows:

Supplemental Agreement:
Pension Plan

Supplemental Agreement:
Group Life and Disability Insurance Program

Supplemental Agreement:
Health Care Insurance Program

No matter respecting the above Supplemental Agreements, Program or Plans shall be subject to the Grievance Procedure established in this Agreement.

15.07 In the event of any conflict between the provisions of this Agreement and the provisions of any other Agreement between the Company and a location under this Agreement, whether or not the Ontario Nurses' Association is a signatory or party to such Agreement, the provisions of this Agreement shall prevail. In addition, in the event of any conflict between the provisions of this Agreement and a provision of an existing law at the time of signature of this Agreement, the provision of such law and not of the Agreement shall be applicable to all affected nurses.

15.08 Upon this Agreement becoming effective, all prior arrangements between the Company and the nurses covered by this Agreement, including Salaried Policies and Benefits, whether or not the Union is a party or signatory to the arrangements, are superseded and terminated.

15.09 The Company and the Union shall exchange, in writing, between October 12, 2020 and November 9, 2020 the proposals and demands with respect to the modification of this Agreement, and the proposals and demands with respect to any proposed new agreement to be entered into after termination of this Agreement on December 7, 2020. It is mutually agreed that any exchange of proposals and demands does not preclude changing or adding to such demands or proposals at a later date and that any such exchange shall not in any way affect the December 7, 2020 termination date of this Agreement.

15.10 This Agreement shall become effective at the beginning of the first Monday following receipt of notice of ratification by the Company from the Union and shall continue in full force and effect until 11:59 p.m., December 7, 2020 when it shall automatically terminate.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and the year first above written.

FOR ONTARIO NURSES' ASSOCIATION GENERAL MOTORS OF CANADA COMPANY

T. Davis
D. Nofle
L. Carroll
L. Gilland

K. Newbold
C. Wilson
C. Black
M. Trachsler

Divisional
N. Johnson

MEMORANDUM OF UNDERSTANDING

HEALTH AND SAFETY

The Company recognizes its obligation to provide a safe and healthful working environment for nurses. The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.

I. The Company agrees to:

a. Provide the necessary or required personal protective equipment, devices and clothing at no cost to nurses. Problems in this regard will be worked out locally.

b. Provide services as may be required to maintain a safe and healthful working environment in medical facilities.

c. Provide training and appropriate education in health and safety matters for all nurses.

d. Disclose the identity of any known harmful chemicals or materials to which nurses are exposed, including any information regarding remedies and antidotes for such chemicals.

e. Provide to nurses who are exposed to potentially toxic agents or toxic materials, at no cost to them, medical services, physical examinations and other appropriate tests. Provide to each nurse upon the nurse's request a written report of the results of such examinations or tests which are related to occupational exposure. Upon the nurse's written request, copies of such information will be forwarded to the nurse's personal physician.

II. Management and Local Association Representatives shall:

a. Meet at least once quarterly to review health and safety conditions and make such recommendations in this regard as they deem necessary or desirable.

b. Make a health and safety inspection quarterly.

c. Assist, when requested, in the review of lost time accidents which occur to nurses in the workplace and, also, review safety reports on such accidents and make any necessary or desirable recommendations.

d. Be provided upon request with copies of photographs taken which relate to health and safety matters. Such photograph shall be for the confidential use of the Nurse Representatives only and shall not be reproduced, published and exhibited in any way.

e. When either Management or a Local Union Representative has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be immediately communicated so that investigation can be carried out immediately.

Complaints by nurses concerning health and safety issues shall be taken up through the Nurse Representative for resolution. If not resolved, the matter may be taken up as a grievance in accordance with Article VIII of the Collective Agreement.

MEMORANDUM OF UNDERSTANDING

PRE-RETIREMENT

INCOME MAINTENANCE PROGRAM

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:

(1) Eligible employees are those employees at the affected plant:

(a) who are age 50 but less than age 55 with 10 or more years of credited service at the date of the plant closure; or

(b) who have 10 or more years of credited service and can attain age 50 with seniority unbroken under the current Master Agreement.

(2) Eligible employees must be at least age 50 to receive PRIMP benefits.

(3) 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 the date of commencement of PRIMP benefits, multiplied by

(b) the employee's credited service.

Eligible employees who have 30 or more years of credited service, shall receive a special allowance amount which when added to the Basic Benefit will equal the amount of the total monthly benefit in effect under the provisions of the Pension Plan at the date of the commencement of the PRIMP benefits.

(4) 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 (3) above, excluding any supplementary benefit amount and special allowance, in order to provide PRIMP benefits to the surviving spouse, in an amount equal to 66 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 eligible (or would have been eligible in the event of the death of the employee), for a mutually satisfactory retirement under the Pension Plan.

(5) Employees or surviving spouses in receipt of PRIMP benefits would be eligible for mutually satisfactory 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 date of commencement of the employee's PRIMP benefits.

(6) Employees and surviving spouses will be eligible for continued health care and group insurance coverage while in receipt of PRIMP benefits.

MEMORANDUM OF UNDERSTANDING
CONCERNING JOB SHARE ASSIGNMENTS

The Company and the Association recognize that Job Share arrangements can be used to provide Management with an alternative means of staffing and at the same time, provide an effective way to employ talented nurses who desire to work less than full-time. While their work schedules, compensation and benefits differ from full-time nurses, the contributions of Job Share employees are no less important to the success of the Company. This Memorandum of Understanding is the result of discussions held between the Parties relative to the implementation of a Job Share arrangement for nurses within the Oshawa complex.

It was further understood by the Parties that accommodation of the request of nurses to apply or continue as Job Share Employees is solely at the discretion of the Company and is based on the condition that such Job Share employment status does not adversely impact the Company's need to maintain quality of nursing services, efficiency of operations, and the Company's ability to schedule nursing services during the hours that such services are required.

It was further recognized that the provision of Job Share opportunities must not represent an increase in cost to the Company as compared to employment of nurses on a full time basis. In this regard the Parties recognize that some deviations from the provisions of the Collective Agreement will be required in order to ensure that the costs associated with providing Job Share employment are no greater than would be required in the employment of full time nurses.

The Company and the Association agree that:

1. Typically, a Job Share Arrangement is where two (2) employees share one (1) job based on the agreed upon work schedule. However, the Company will consider one (1) employee for Job Share who would work 50% of the regular

monthly hours (i.e. “partnerless” job share). In all cases, the appropriateness of instituting a Job Share arrangement for a particular assignment will be the determination of the Company.

2. The current Collective Agreement between the Company and the Association will apply to Job Share employees unless otherwise stated in this Agreement:

(a) Layoff and Recall

In the event of a permanent reduction in force requiring the layoff of a Job Share employee pursuant to the provisions of Paragraph (9.11) of the Collective Agreement, the Parties will discuss the viability of continuing Job Share Arrangements.

(b) Transfers

Paragraph (9.10) of the Collective Agreement shall not apply to nurses on Job Share Arrangements.

(c) Bereavement Pay

Paragraph (10.10) of the Collective Agreement shall apply to Job Share employees who will be excused from work for days they would have otherwise been scheduled.

(d) Article XII Holiday Pay

Nurses on Job Share Arrangements shall be paid at the nurse’s straight time rate for eight (8.0) hours on specified holidays that fall within their regular scheduled days providing the nurse has worked both their last scheduled work day prior to, and first scheduled work day after each specified holiday.

It is further understood that nurses on Job Share Arrangements shall be paid half (1/2) of the Christmas Holiday period at the nurse’s straight time rate [eight (8.0) hours for each day], providing the nurse has worked both their last scheduled work day prior to, and first scheduled work day after the Christmas Holiday period.

Although it may not be practical to assure equitable balance of specified holidays between each Job Share employee the Company assures the Association that in such situations it will

listen to suggestions from the Association in an attempt to provide equal opportunity for those concerned.

It is understood by the Parties that the work schedules of Job Share employees are subject to change including determination of staffing levels required on holidays as set out in Article (12.01).

3. The Company's current Hourly-Rate employees' Pension Plan provisions adequately address the Job Share situation, as credited service is granted based on compensated hours. Based on the agreed upon work schedule, a Job Share employee could expect to work two (2) years to be granted one (1) year of credited service.

4. Job Share employees will continue to be covered under the current provisions of the Health Care Insurance Program provided that the nurse contributes fifty percent (50%) of the premiums required for such coverage. In addition, effective January 1, 2010 a Job Share employee enrolled for Health Care, will also be required to make a monthly Health Care contribution of \$15.00 up to the age of 65 and \$7.50 on or after 65 years of age.

5. The current Group Life and Disability Insurance Program would be modified for Job Share employees so that all Company-paid, wage-related benefits would be reduced to fifty percent (50%) of the benefit amount.

Disability Leaves

Job Share employees will be eligible for disability leaves of absence. If one (1) of the Job Share employee becomes disabled, the Job Share arrangement may be rescinded for the duration of the disability period with the Job Share "partner" assuming full time responsibilities.

6. Implementation

It is further understood by the Parties that once a request to participate in a Job Share arrangement is approved, nurses will remain in the Job Share Assignment for a minimum of six (6)

months. Job Share employees will be appropriately compensated for hours worked and will be expected to work 50% of the regularly-scheduled hours in a month. This will be scheduled by the Company as alternate weeks.

It is further understood that there may be issues which emerge with respect to employment of Job Share employees which have not been contemplated by the provisions of this Memorandum of Understanding. Upon the request of either Party, the Parties will meet to review any problems and seek solutions which are in accordance with the principles regarding the employment of Job Share employees as set forth in this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

CONCERNING CASUAL NURSE AGREEMENT

The parties agree that Management may utilize casual nurses to supplement the workforce for straight time, overtime and/or double shift overtime, Statutory Holidays or weekend work in any plant situations. This is not limited to regular nurses, use of vacation time off, absentee replacement and relief from working weekend overtime. Casual nurses can be assigned to any work area/station within the Oshawa complex provided they meet the job requirements.

At locations where casual nurses are utilized, their contractual entitlements shall be governed by the following provisions of this Memorandum of Understanding:

1. On days when casual nurses are scheduled to work, they may be scheduled for any or all of the hours of their shift. Management reserves the right to offer this work to any casual nurse as they deem necessary in accordance with paragraph 11 of this Memorandum of Understanding.
2. For overtime purposes, full time nurses will be offered weekend and holidays first, while casual nurses may be utilized prior to regular nurses during the week for overtime purposes.
3. The employment and use of casual nurses shall not be an infringement on the rights of regular nurses covered by the Collective Agreement, unless there is a need, based on emergency situations, as determined by management. It should also be noted that during the period a regular nurse might be on indefinite layoff status, regular seniority nurses, who make application and displace casual nurses, shall be required to comply with the work schedule for casual nurses.
4. If there is any reason for Management to hire full-time nurses, they are not obligated to select any casual nurse

but if they choose to do so, they may select in any order they deem necessary. In such cases, consideration will be given but not limited to criteria such as availability, attendance and performance.

5. A casual nurse will be subject to dues deductions in accordance with the provisions of Article VI of the Collective Agreement if they worked during that month.
6. A casual nurse shall be paid for hours worked in accordance with the provisions of Article XI of the Collective Agreement.
7. A casual nurse shall not accumulate time toward the fulfillment of the ninety (90) day probationary period nor acquire seniority as per Paragraph (9.03) of the Collective Agreement. In the event a casual nurse subsequently becomes a regular full-time nurse, such nurse shall receive full credit (Seniority) for any purpose for time during which the nurse was employed as a casual nurse, unless otherwise stated herein.
8. Casual nurses hired on or after the effective date of this Agreement shall be hired at a rate equal to a full-time Nurse with less than one (1) year seniority. Regardless of the date of hire, effective January 2, 2013 actual hours worked by the casual nurse, excluding hours paid as vacation, will be applied towards a 2080 worked hour wage rate progression.
 - (a) On the Monday following the date the 2080 worked hour, the casual nurse will advance from their present (less than one year seniority) straight time hourly wage to the straight time hourly wage applied to the next full year of seniority as described in the wage table set forth in Paragraph 13.01.
 - (b) On the Monday following the date of the 4160 worked hour, the casual nurse will advance from

their present straight time hourly wage to the straight time hourly wage applied to the next year of seniority as described in the wage table set forth in Paragraph 13.01.

(c) On the Monday following the date of the 6240 worked hour, the casual nurse will advance from their present straight time hourly wage to the straight time hourly wage applied to the next year of seniority as described in the wage table set forth in Paragraph 13.01.

(d) On the Monday following the date of the 8320 worked hour, the casual nurse will advance from their present straight time hourly wage to the straight time hourly wage applied to the next year of seniority as described in the wage table set forth in Paragraph 13.01.

(e) Regardless of the number of worked hours accumulated greater than 8320 hours, the casual nurse wage rate will not exceed the full time nurse wage rate applied to those with four (4) full years of seniority as described in the wage table set forth in Paragraph 13.01.

9. Casual nurses shall not be provided with the Pension Plan, Group Life and Disability Insurance Program or the Health Care Insurance Program.

10. No casual nurse shall receive less vacation pay than that to which such casual nurse would be entitled under existing law at the time such vacation pay is payable.

11. Hours of work for causal nurses will be distributed by availability. In the event of a conflict, Management will attempt to distribute hours on an equitable basis in a given week.

It is agreed that the Company placing a call to a casual nurse will serve as a shift being offered.

Casual nurses are entitled to apply for summer shutdown work which shall be distributed on an equitable basis, with full- time nurses having the right of first refusal.

12. On a monthly basis, casual nurses will notify the Company in writing of their availability for any available shift during that month, with the understanding that the nurse will be available to work if contacted by Management.
13. It is agreed that restricted or lack of availability on the part of a casual nurse shall be justifiable grounds for termination provided the casual nurse has been offered and refused a maximum of three (3) shifts annually within their stated availability and given the opportunity to rectify or increase their availability to the satisfaction of Management.

In circumstances where Management deems it necessary to reduce the number of casual nurses, consideration will be given but not limited to criteria such as availability, attendance and performance.

In addition, in circumstances where a casual nurse is being terminated, Management will at the request of the casual nurse, invite a union representative to be present at the meeting with the casual nurse to ensure compliance with the criteria established in this Memorandum of Understanding.

14. The Parties recognize that a temporary/full time assignment for a causal nurse(s) can be used to provide Management with an alternative means of staffing and at the same time provide an effective way to fully utilize qualified casual nurses.
15. While their compensation and benefits differ from permanent full-time nurses. Contributions of the temporary/full-time nurses are no less important to the

success of the Company. The parties agree that casual nurses assigned to a temporary/full-time assignment of a duration of three (3) months or greater will have their straight hourly rate increased, on the first day of the assignment, to the rate equal to a full-time nurse with one (1) year seniority, in accordance with the provisions of paragraph 13.01 of the Collective Agreement, for the duration of the temporary/full-time assignment. Upon termination of such assignment, the causal nurse shall return to her previous rate of pay.

16. It was further understood by the Parties that the utilization of a casual nurse(s) on a temporary/full-time assignment is solely at the discretion of the company and is based on the condition that such temporary/full-time assignment does not adversely impact the Company's need to maintain quality of nursing services, efficiency of operations and the Company's ability to schedule nursing services during the hours that such services are required. The Company agrees that prior to assigning a casual nurse to a temporary/full-time assignment there will be discussion with the union and consideration given to dividing the available hours of the Assignment among available casual nurses, in full month increments.
17. It was further recognized that the provision of the temporary/full-time assignment opportunity would not represent an increase in cost to the Company as compared to the traditional utilization of casual nurses, unless otherwise agreed to in Paragraph 13 of this Memorandum of Understanding.
18. It is further understood by the parties that a casual nurse will remain in the temporary/full-time assignment as determined by the Company, subject to the provisions of the Collective Agreement. Furthermore, the Company assures the union that they will be notified of any changes to the assignment.

19. The process for populating a temporary/full-time assignment is as follows:

- a) The provisions of Paragraph (9.10)(1)-(5) will be applied to the primary opening, and
- b) Any subsequent openings to be filled by casual nurses will be assigned to the casual nurse having the earliest start date, in accordance with the provisions of Paragraph 14 of this Memorandum of Understanding.

20. Notwithstanding Item #2 above, it should be noted that the casual nurses assigned to a temporary/full-time assignment will be considered as casual nurses at all times except for overtime purposes. Upon entry into the temporary/full-time assignment the casual nurses shall immediately be credited with the average overtime hours of the overtime group and the rules pursuant to Letter #7 of the Collective Agreement shall apply.

21. The Company may discharge or terminate the employment of a casual nurse at any time. However, such nurse may only file a grievance, in accordance with the provisions of Article VIII of the Collective Agreement, protesting their discharge or termination if their allegation is on the basis of a prohibited ground of discrimination as set forth in applicable Human Rights Law.

Any problem arising from the application of this Memorandum of Understanding or the use of casual nurses will be reviewed for resolution between representatives from the Ontario Nurses' Association (ONA) and representatives from General Motors of Canada. The Company reserves the right to discontinue the use of casual nurses if any problem(s) cannot be satisfactorily resolved.

COMPANY LETTERS

The following letters which were furnished to the Union are effective with the effective date of the Master Agreement and are not part of the Master Agreement but have been included in this booklet for information purposes.

(See Index in the Front of the Agreement Book)

Letter No. 1

PROFESSIONAL DEVELOPMENT PROGRAM

Mr. Todd Davis
Labour Relations Officer
Ontario Nurses' Association
85 Grenville Street
Suite 400
Toronto, Ontario M5S 3A2

Dear Mr. Davis:

As required by the College of Nurses of Ontario, continuous professional development is a requirement. As a self-regulating profession, nurses must maintain competency.

The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs and independent learning.

Time Required for School Attendance and Study

Nurses studying under the Professional Development Program will be expected to complete the requirements of school attendance and homework assignments in hours outside their scheduled hours of work.

If a nurse does request time to complete a Professional Development Program, the Company will consider granting such request, if it is without any impact to the work of the Company.

It is not expected that such nurses will receive special consideration in job assignments by reasons of participation in this program.

Development programs/Institutions

Courses approved for the Professional Development Program will be limited to those institutions listed in the current directory of the Association of Universities and Colleges of Canada; any recognized secondary school; courses recognized by the College of Nurses of Ontario to meet Quality Assurance; and such other institutions approved by Management which provide equivalent instructions.

In-Service Education

- (a) Both the Company and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Company will endeavour to provide programs related to the requirements of the job, which may include, but not limited to, CPR/first aid, symptom relief, audiology, pulmonary function, and dermabond training.

Casual nurses will be credited with such hours, and they will be utilized in the calculation in the event such nurse is brought on to full time status.

Yours truly,

Christena Wilson
Labour Relations Representative
Oshawa, Ontario

Letter No. 2

NOTICE OF VACATION PREFERENCE

Mr. Todd Davis
Labour Relations Officer
Ontario Nurses' Association
85 Grenville Street
Suite 400
Toronto, Ontario M5S 3A2

Dear Mr. Davis:

By January 2nd of each year, a vacation list will be posted by the Company. Nurses will indicate by March 15th of each year, their preference for that year's vacation. In the event of conflict, seniority shall prevail. The Company shall then set the vacation period taking into account the preference indicated by the nurses and the Plant's operating schedule. Management will advise the nurses by no later than April 1st of their vacation period.

Nurses requesting vacation between January 1st and March 31st may do so between October 15th and November 15th. Such approval or denial shall be made by November 30th. Seniority rules will apply to these requests.

Should any nurse not respond to the employer's notice it will be deemed that they do not wish vacation during the period in question.

Once vacation has been approved during this period no nurse shall be entitled to bump another from the approved vacation period.

Vacation cancellation to an approved request will be written to the Medical Supervisor or designate. The Company will endeavour to approve the request for cancellation if made at least forty-eight (48) hours in advance of the commencement of the vacation.

Within the context of efficient operation of the plant and the needs of the business, every effort will be made to accommodate nurses indicating their desire in accordance with the above.

Yours truly,

Christena Wilson
Labour Relations Representative
Oshawa, Ontario

Letter No. 3

QUARTERLY MEETINGS

Mr. Todd Davis
Labour Relations Officer
Ontario Nurses' Association
85 Grenville Street
Suite 400
Toronto, Ontario M5S 3A2

Dear Mr. Davis:

This letter confirms the Company's intention to schedule meetings as required, but not less than quarterly, between Management and Local Union Representatives to discuss matters of common interest and provide an open exchange of information and ideas. These matters would include items as information regarding policies and programs applicable to the nurses, safety matters, training and professional matters, including level of client care. Such meetings will be scheduled and coordinated by the Personnel Director.

Additional subject matter suitable for the agenda should be submitted by the Union at least one (1) week in advance of the scheduled meeting date. Any non General Motors Resource personnel will be included on the agenda by mutual agreement.

Finalized agendas approved by the Personnel Director will be distributed prior to the meeting. If appropriate, the Regional Personnel Manager or designated Representative and the Nurses' Labour Relations Officer may attend such meetings.

The purpose of these meetings is to discuss and address issues of common interest which fall outside the scope of the Grievance Procedure and issues which should be addressed in accordance with the procedure established in Paragraph (11.05).

Yours truly,

Christena Wilson
Labour Relations Representative
Oshawa, Ontario

Letter No. 4

BEREAVEMENT PAY ELIGIBILITY

Mr. Todd Davis
Labour Relations Officer
Ontario Nurses' Association
85 Grenville Street
Suite 400
Toronto, Ontario M5S 3A2

Dear Mr. Davis:

During the current negotiations, the parties discussed the application of Paragraph (10.10) of the Master Agreement relative to the situation of a common-law spouse and same sex spouse as it would impact the definition of immediate family for purposes of eligibility for bereavement pay and also situations when the funeral of an immediate family member is unusually delayed.

In response to the Union's concern, the Company stated that a common-law spouse of the opposite sex would be considered a spouse for purposes of the application of Paragraph (10.10) provided that the nurse had been co-habiting and residing publicly with the common-law spouse for one year as of the time of death occurred and was shown as the nurse's spouse on Company Benefit Plan records. In the event the nurse has not declared a spouse within any of the benefit records, the Company may require additional verification of the common-law relationship.

Furthermore, the Company stated that a same sex spouse would be considered a spouse for the purposes of the application of Paragraph (10.10) provided that the nurse has been residing with the same sex spouse in a conjugal relationship, for a continuous period of at least one (1) year, and has been publicly represented by the employee as the employee's spouse.

The Company also advised the Union that when the funeral of an immediate family member is unusually delayed, the nurse excused from work under Paragraph (10.10) may receive bereavement pay for up to three (3) or four (4) normally scheduled working days of absence, whichever is applicable, immediately preceding or immediately following the date of the funeral providing appropriate documentation regarding the death is submitted to the Company even if one (1) or more successive days in question occur after the tenth day following the date of death.

Yours truly,

Christena Wilson
Labour Relations Representative
Oshawa, Ontario

Letter No. 5

SUMMER SHUTDOWN

Mr. Todd Davis
Labour Relations Officer
Ontario Nurses' Association
85 Grenville Street
Suite 400
Toronto, Ontario M5S 3A2

Dear Mr. Davis:

During the current negotiations, the parties discussed the Union's concern that regular full-time nurses who applied for summer shutdown work were required to sign up for an entire week, including the weekend, which could result in a nurse being required to work for the entire two (2) week shutdown, including weekends.

In response to the Union's concern, Management agreed to continue to offer summer shutdown work in one (1) week increments, from Monday to Sunday, to all available seniority nurses in seniority order. Management also agreed to use casual nurses to replace such full-time nurses for weekend work over the summer shutdown, when casual nurses are available to work.

The parties agree to address any unanticipated problems associated with the administration of this Letter on a good faith basis.

Yours truly,

Christena Wilson
Labour Relations Representative
Oshawa, Ontario

Letter No. 6

SEVERANCE PAYMENT PLAN

Mr. Todd Davis
Labour Relations Officer
Ontario Nurses' Association
85 Grenville Street
Suite 400
Toronto, Ontario M5S 3A2

Dear Mr. Davis:

Section #1 - Eligibility

Any regular full-time nurse who has exercised their rights under the provisions of Paragraph 9.11 (b) of the Master Agreement and who is at work on or after the effective date of this Agreement, shall be eligible for a Severance Payment if:

- (1) the nurse is not eligible to receive a monthly pension or a monthly retirement benefit other than a deferred pension or a deferred retirement benefit under any other Company plan or program then in effect except under the General Motors Canadian Hourly Rate Employees Pension Plan, Article 1, Section 2(a)(4); and
- (2) the nurse has not refused any offers of employment by the Company.

Section #2 - Determination of Amount of Payment

The Severance Payment payable to an eligible nurse who meets the conditions set forth in (1) above of this Plan shall be an amount determined in accordance with the nurses' years of seniority on the last day worked prior to the qualifying layoff.

A nurse shall be eligible for a gross payment amount in accordance with the following table:

PERMANENT LAYOFF	
YEARS OF SENIORITY*	\$ AMOUNT
5 but less than 6	\$27,500
6 but less than 7	29,500
7 but less than 8	31,500
8 but less than 9	33,500
9 but less than 10	35,500
10 but less than 11	37,500
11 but less than 12	39,500
12 but less than 13	41,500
13 but less than 14	43,500
14 but less than 15	45,500
15 but less than 16	47,500
16 but less than 17	49,500
17 but less than 18	51,500
18 but less than 19	53,500
19 but less than 20	55,500
20 but less than 21	57,500
21 but less than 22	59,500
22 but less than 23	61,500
23 but less than 24	63,500
24 but less than 25	65,500
25 and over	67,500

*Prorated for fractional Years of Seniority calculated to the nearest 1/10th year.

The Company shall deduct from the amount of any Severance Payment as computed under this Plan any amount required to be withheld by the Company by reason of any law or regulation.

Section #3 - Relationship Between Government Required Separation or Severance Pay and Plan Benefits

The payments described in Section #2 shall be applied to reduce the amount of any separation, severance payment or similar payment required by Federal or Provincial law.

Section #4 - Effect of Receiving Severance Payment

Any nurse who requests a Severance Payment shall cease to have seniority and shall have seniority broken at all Company plants and locations as of the date the request is approved by the Company.

Section #5 - Maximum Liability

This Plan will be limited to a maximum liability of \$100,000.00 during the life of this Agreement.

Yours truly,

Christena Wilson
Labour Relations Representative
Oshawa, Ontario

Letter No. 7

RULES FOR ADMINISTRATION

of Article 15.02 of the Master Agreement

Insofar as it is practicable for Management to do so, overtime on any shift will be equally distributed among seniority nurses on such shift. In order to equally balance the opportunities to work overtime, Management intends to use the following process, whenever practicable:

- 1.** Overtime opportunities will be offered in ascending order beginning with the nurses having the lowest hours except as provided in paragraph 2, 3 and 4 below.
- 2.** Weekday opportunities of less than four (4) hours will be offered in the following manner.
 - (a)** To the nurse in the nursing station where the overtime opportunity is available in ascending order, beginning with the nurses having the lowest overtime hours.
 - (b)** If two (2) nurses in the same station have equal overtime hours, the most senior nurse will be given the overtime opportunity.
 - (c)** Failing (a) and (b) above, the overtime opportunity will be offered to any full-time nurses, by lowest hours.
- 3.** Weekday opportunities of more than four (4) hours will be offered to casual nurses prior to seniority nurses.
- 4.** Sunday and Holiday overtime opportunities will be first offered to nurses using the current practice. An employee list is to be maintained and Sunday and Holiday overtime opportunities will be offered to nurses on a rotating basis. Once an overtime opportunity has been provided to a nurse, their name goes to the bottom of the list. Thereafter, casual nurses shall be offered the overtime opportunities.

5. Overtime records will be maintained on a weekly basis.
6. Nurses will be credited for overtime hours on the basis of hours worked.
7. As of January 1st of each year the overtime records will be updated and each nurse will be adjusted to zero hours.
8. No nurse shall be required to work an overtime shift which will result in the nurse having less than eight (8) hours between shifts.
9. The preceding language nullifies and voids all past overtime administrative policies and practices.

Yours truly,

Christena Wilson
Labour Relations Representative
Oshawa, Ontario

Letter No. 8

UTILIZATION OF NURSES

Mr. Todd Davis
Labour Relations Officer
Ontario Nurses' Association
85 Grenville Street
Suite 400
Toronto, Ontario M5S 3A2

Dear Mr. Davis:

During the current negotiations the parties discussed the Union's concerns with respect to better utilization of the nurses' skills and talents, as well as the potential impact on the bargaining unit of changes affecting our industry.

In response to the Union's concerns, Management indicated their mutual interest and desire to better utilize the skills of the nursing staff. As a result of these discussions, the parties agreed to continue to explore appropriate ways to utilize the skills of the nurses.

Further, the parties agreed to hold advance discussions of organizational or structural changes that may affect the scope and structure of the bargaining unit. The purpose of these discussions would be to determine the impact on permanent job loss within the bargaining unit.

In the event of a plant closure or implementation of a restructuring plan which results in permanent job loss, a Special Retirement Incentive will be offered to retirement eligible employees. Employees who are eligible and retire will receive a \$21,200 retirement incentive and a \$20,000 vehicle voucher at the time of their retirement. Payment made under this Special Retirement Incentive program will be charged to the Severance Payment Plan established in Letter 6.

In addition, Management reinforced the fact that on the effective date of this agreement, there is no plan to outsource or

contract out the work of the bargaining unit. However, Management will provide a minimum of six (6) months notice should the need to consider outsourcing or outside contracting take place over the life of this agreement.

Such discussions are the proper subject matter for the regularly scheduled meetings held between the parties.

Yours truly,

Christena Wilson
Labour Relations Representative
Oshawa, Ontario