

COLLECTIVE AGREEMENT

- between -

**Chatham Kent Health Alliance
Security Guards**

- and -



UNIFOR
theUnion | lesyndicat

AND IT'S LOCAL 2458

Effective: March 1, 2025 – March 31, 2027

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ARTICLE 1 – GENERAL PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit.

1.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability, sexual orientation or any factor not pertinent to the employment relationship, save and except those limitations as set out in the legislation of the province of Ontario.

Where the term “*spouse*” or “*partner*” is used in this agreement, it shall also mean same-sex spouse or partner, including but not limited to pension and benefits.

1.02 Workplace Harassment

The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interference with normal social relations.

Any employee who believes they have been harassed contrary to this provision may file a grievance in accordance with the provisions contained in this agreement.

Any such employee may also utilize the hospital’s policy on harassment or pursue the matter through the Ontario Human Rights Commission.

If any employee or the Union makes a complaint under the Hospital’s policy and files a grievance, the subject matter of the complaint will not be referred to arbitration until the mediation process has been completed or ninety (90) calendar days have elapsed from the time of the filing of the complaint, whichever first occurs.

The Hospital agrees that a representative of the Union will be invited to be an active participant in any complaint under the Hospital’s Protection of Human Rights in the Workplace policy if a member of the Union is a complainant or respondent.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all Security Guards employed by Chatham-Kent Health Alliance in the Municipality of Chatham-Kent, save and except supervisors and persons above the rank of supervisor.
- 2.02 All probationary employees and all employees in a supervisory or confidential position are excluded from this agreement. All other employees are eligible for membership in the Union and are subject to the terms of the Collective Agreement.
- 2.03 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.

For the purpose of this agreement:

- (a) "full-time employee" means an employee employed in the bargaining unit described in (a) who is scheduled an average of forty (40) hours per week;
- (b) "part-time employee" means a part-time employee employed in the bargaining unit described in (a) who is scheduled less than eighty-four (84) hours per bi-weekly pay period.
- (c) "casual employee" means an employee in the bargaining unit described in (a) who is not regularly scheduled but is available for call-in work.

ARTICLE 3 – MANAGEMENT FUNCTION

- 3.01 The Union acknowledges the exclusive function of the Employer to operate and manage the Hospital in accordance with its obligations and subject to the terms and conditions of the Agreement:
- (a) To direct the work force, including the right to hire, suspend, transfer, promote, demote, discharge, or discipline for just cause, and to maintain discipline and efficiency among its employees, subject always to the grievance procedures herein set forth.
- (b) To make and enforce reasonable rules and regulations to maintain discipline, safety and efficiency, provided the same are not inconsistent with the provisions of this Agreement.
- (c) To eliminate or discontinue any job in whole or in part and/or to hire independent persons, firms or agencies subject to the provisions set forth in Article (contracting out).
- (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations, commitments and responsibilities including the right to

determine all matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement.

- (e) The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- (f) The Union further recognizes the right of the Employer to direct its business in all respects in accordance with the obligations and interests and in the interests of its patients, service to them and the welfare of the community at large, and to make and alter from time-to-time rules and regulations to be observed by employees, which rules and regulations to be observed by employees will not be inconsistent with the provisions of this Agreement.

ARTICLE 4 – UNION SECURITY

4.01 Union Dues

The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- (b) Present employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.
- (c) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (d) Union dues will be deducted from the employee's pay each pay period and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the 20th day of the following month.
- (e) Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.
- (f) The Employer agrees to include on the employee's T4 slip the annual amount of Union dues deducted from the employee's pay by the Employer and remitted to the Union.
- (g) The Union shall indemnify and save the Hospital harmless with respect to all Union dues so deducted and remitted.

4.02 Employee Lists

- (a) The Hospital agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, rate of pay and dates of hire of those employees hired in the preceding month.
- (b) Upon request of the Union, the Hospital will provide a list of employees and their addresses.
- (c) The record referred to in Employee Lists (a) above, shall include the names of employees from whose pay deductions were not made because of absence for injury or illness or because employment has been terminated.
- (d) The Employer shall permit the Chairperson or designate of the Bargaining Unit a meeting with all new employee(s) during Orientation as scheduled by the Employer. Such meeting will be to introduce the new employee to the Bargaining Unit and to explain the Collective Agreement and any other matter of interest.
- (e) The Employer will notify by email the Chairperson on all new employees and provide name and hire date.
- (f) The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Employer by any of its members or representatives, and that there will be no solicitation for collection of dues or other Union activity on the premises of the Employer during an employee's working hours which will interfere with or impair efficiency, save and except an interview with an employee as provided for in Paragraph above hereof.
- (g) The Employer agrees to provide the Union with the names, addresses and telephone numbers of all employees in the bargaining unit within ninety (90) days following ratification of the collective agreement, thereafter the Employer agrees to forward any changes to said list on a quarterly basis at the time of forwarding of the union dues.

ARTICLE 5 – UNION REPRESENTATION

5.01 The Hospital recognizes the right of the Union to elect or appoint up to two Stewards at the Chatham site and one at the Wallaceburg site for the purpose of assisting other employees in the processing or presentation of grievances. The Stewards must have completed their probationary period. The Union shall at all times keep the Hospital notified in writing of the names of the employees who are acting in the capacity of Stewards. The Stewards shall deal with any grievance arising under this Agreement. For greater clarity, the shop steward at the site with most members shall be deemed the chief steward.

ARTICLE 6 – UNION/MANAGEMENT COMMITTEE

6.01 The parties hereby recognize and mutually agree that there are at times matters, not necessarily covered by this collective agreement, that would be beneficial if discussed through a Union/Management Committee. The Committee shall be comprised of an equal number of representatives, who shall meet at a time and place mutually agreed upon. A request by either party for a meeting hereunder, will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda or matters proposed to be discussed.

ARTICLE 7 – PROBATION

7.01 A Full-time employee will be considered a probationary employee for their first five hundred and twenty-five hours (525) of employment and will have no seniority rights during that period. After the completion of their probationary period, the employee's seniority shall date from their most recent date of hire.

7.02 A part-time employee will be on probation until they have completed five hundred and twenty-five hours (525) of duty within any twelve (12) month period following their last date of hire as a part-time employee by the Employer. Upon completion of such probationary period, the employee's name will be placed upon the seniority list as their most recent date of hire.

7.03 With the written consent of the Employer, the probationary employee, and the Chief Steward, such probationary period may be extended, Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period, It is understood and agreed that any extension to the probationary period will not exceed an additional two (2) months' continuous employment and, where requested, the Employer will advise the employee and the Union of the basis of such requested extension.

7.04 The parties agree that probationary employees may be laid off, dismissed or terminated during the probationary period for such consideration as, but not limited to, unsatisfactory work performance or general attitude.

ARTICLE 8 – SENIORITY

8.01 Upon satisfactory completion of the probationary period, an employee will then acquire seniority subject to the terms of this Agreement, accruing from the last date of hire into the bargaining unit.

8.02 For full-time and part-time employees, seniority shall accrue on the basis of last date of hire into the bargaining unit.

- 8.03 It shall be the duty of employees to notify the Hospital promptly in writing of any change in their address, phone number and email address. If an employee shall fail to do this, the Hospital will not be responsible for failure of any notice to reach such employee.
- 8.04 All guards may be assigned to work at both the Chatham and Wallaceburg sites.
- 8.05 Seniority list will be updated by January 15th of each year, and a copy will be given to the Chairperson.
- 8.06 Transfer of Service and Seniority
For application of service for purposes of vacation pay and wage progression:
- (a) In the event that a full-time employee becomes a part-time employee, such employee shall "carry with them", all accumulated seniority based on the date of hire.
 - (b) In the event that a part-time employee becomes a full-time employee, such employee shall "carry with them" all accumulated seniority based on the date of hire.
- 8.07 The Employer shall maintain a single integrated seniority list showing the employee's name, classification, date of hire, seniority date.
- 8.08 For the purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation choice seniority shall be determined by date of hire. Should two (2) employees have the same date of hire, seniority shall then be determined by hospital employee number.
- 8.09 The words "continuous service" or "continuous employment" shall mean unbroken employment and seniority and shall include:
- (a) Vacations and holidays;
 - (b) Scheduled days off;
 - (c) Approved leave of absence;
 - (d) Suspensions;
 - (e) Absence because of illness or injuries;
 - (f) While laid off for a period not exceeding thirty (30) months;
 - (g) A leave of absence due to pregnancy, adoption and parental leave;

- (h) Absence because of illness or injury compensable under Workplace Safety and Insurance Act.
- 8.10 It is acknowledged and agreed that during the above time periods, seniority will accrue for the purpose of determining seniority for layoff and recall, job posting, choice of vacation period and for determining the qualifying period for vacation entitlement but during these time periods there will be no accrual of vacation pay.
- 8.11 Subject to the provisions of this Collective Agreement, the seniority of an employee will be cancelled and their employment terminated for any of the following reasons:
- (a) if the employee quits or retires;
 - (b) if the employee is discharged for just cause and not reinstated pursuant to the provisions of the grievance procedure herein defined;
 - (c) if the employee is laid off for more than thirty (30) months;
 - (d) if the employee fails to report for work upon termination of leave of absence, vacation, suspension, or specified recall date without justifiable reason.
 - (e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
 - (f) casual employees who have been offered shifts, but have not worked a shift in a three (3) month period shall be deemed terminated. It is understood that for the purpose of this article a shift worked shall not include training or education shifts.
 - (g) fails to maintain the Provincially required security licence or allows it to lapse. In circumstance beyond the employee's control, the employer may provide an extension. Where such extension is granted, the employee will be placed on an unpaid leave of absence.

ARTICLE 9 – JOB POSTING

- 9.01 In the event that a new job is created or a permanent vacancy occurs in an existing job, the Hospital will post these openings for a period of seven (7) calendar days in order to allow seniority employees interested to apply in writing. In addition, the Hospital will provide a copy of the job postings to the Union via e mail.
- 9.02 Internal applicants for full-time positions will be considered in the following order:
1. Part-time
 2. Casual

9.03 Job postings shall contain a detailed description of the qualifications, duties and pay rate for the job being posted and provide an email to the Chairperson of the successful candidate.

9.04 In the event that two (2) or more employees apply, the Hospital shall use seniority as the governing factor where the skill, qualifications, merit and ability of the applicants are relatively equal in the Hospital's judgement. If no applications are received from employees who the Hospital considers are qualified, the Hospital shall have the right to hire from outside the bargaining unit.

Where seniority date is identical, the lower employee number shall prevail.

9.05 It is agreed that successful applicants for a posting shall not be permitted to re-apply for another job for a period of two (2) months without Hospital approval.

The Hospital shall have the right to remove a successful applicant for a job within the first thirty (30) days if they are unable to properly perform the job.

9.06 The job posting procedure provided for herein shall apply only to the original vacancy, and not to any subsequent vacancies created by the filling of the original vacancy. If the hospital removes a successful applicant for a job within thirty (30) days, applications to the original job posting will be considered and the position will not be re-posted unless there are no qualified applications.

ARTICLE 10 – LEAVE OF ABSENCE

10.01 Personal Leave

- (a) The Hospital may grant a leave of absence without pay to employees for legitimate personal reasons satisfactory to the Hospital.
- (b) Applications for such leaves shall be in writing to the Hospital and will be considered and approved by the Hospital as far in advance as possible, but in any event at least four (4) weeks prior to the commencement of the leave, unless the circumstances are such that it is impossible to give advance notice.
- (c) The written application must clearly state the reason for the leave of absence and the expected duration of such absence.
- (d) During the period of absence, the employee shall not engage in gainful employment for any other person, firm or Corporation.

Employees who are absent resulting from such leave of absence shall not be considered to be laid off, and their seniority (but not their accrual of vacation pay or sick leave

entitlement or other benefits except as stated in Article 29 of this Agreement) shall continue to accumulate during such absence.

Where a part-time employee is granted a leave of more than two (2) weeks, they shall be credited for seniority purposes only with hours equivalent to the average number of hours per week that they worked in the six (6) months immediately preceding the leave.

10.02 Adoption Leave

Adoption leave of absence without pay or other benefits will be granted to permit an employee to adopt a child pursuant to the provisions of Part XI of The Employment Standards Act and during such leave of absence, seniority shall accrue for the period and for the purposes set out in Article 6 hereof, provided that such employee has been in the continuous service of the Hospital for not less than thirteen (13) weeks prior to the commencement of the leave of absence. Requests for adoption leave must be made by the employee to the Hospital in writing, giving to the Hospital as much notice as is possible, depending upon the circumstances. Upon completion of an adoption leave, the employee's right to re-employment shall be identical to that set out for Pregnancy Leave in Article 8.09 hereof.

10.03 Parental Leave

The Employer will comply with the Parental Leave provisions of The Employment Standards Act (2000) as amended from time to time.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

10.04 Leave of Absence for Union Duties

- (a) Union business shall be considered good cause for leave of absence for an employee elected or selected to attend conventions, seminars, educational classes or local Union meeting and such requests shall not be unreasonably denied. The Union agrees that every reasonable effort will be made to request leaves of absence for the purposes identified herein for only one (1) employee in one (1) department at any one time. However, should it be necessary to request a leave of absence for more than one (1) employee in one (1) department at one time, such requests will be considered and may be granted at the discretion of the Employer. The Union shall, whenever possible, send a written request to the Labour Relations Manager at least two (2) weeks prior to the commencement of the leave. It is understood that the maximum total of all leaves granted under this section will not exceed twenty-five (25) days normal or standard working days.

- (b) For an unpaid Leave of Absence for Union business, the Hospital will pay the employee's wages, benefits, etc. and invoice the Union for the same.
- (c) Union Leave
Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of the appointment unless extended a further specific period by agreement of the parties. Seniority shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance of any applicable benefits in which the employee is eligible to participate and does participate in during such leave of absence. It is agreed that for the purpose of Workplace Safety and Insurance Act coverage, such employees are deemed to be employed by the Union.

ARTICLE 11 - BEREAVEMENT LEAVE

- 11.01 An employee who notifies the Employer as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours (computed at the employee's straight time hourly rate, excluding shift or other premiums), in conjunction with the day of the funeral of the employee's spouse, child or parent.
- 11.02 "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.
- 11.03 An employee who notifies the Employer as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours (computed at the employee's straight time hourly rate, excluding shift or other premiums), in conjunction with the day of the funeral of a member of the employee's immediate family (other than spouse, child or parent) of the employee. For the purposes of this Article, "immediate family" shall include brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild, current stepparents, and stepchild.
- 11.04 The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave.
- 11.05 The employee will be granted one (1) day's leave of absence with pay to attend the funeral for the following family members of the employee: stepbrother, stepsister, niece, nephew, legal guardian of the employee, aunt and uncle.

11.06 Where an employee's scheduled vacation is interrupted due to a bereavement of a member of the immediate family, the employee shall be entitled to bereavement leave in accordance with 11.03.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

11.07 If a burial or memorial service is not held within the period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.

ARTICLE 12 - JURY & WITNESS DUTY

12.01 If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by a subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately upon the employee's notification that they will be required to attend Court; and
- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly pays to the Employer the amount (other than expenses) paid to the employee for such service or attendance; and
- (d) returns to work or attends their normally scheduled shift on completion of such jury or witness duty.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitral. Timelines in this article may be extended by the mutual agreement of the parties in writing.

13.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. If an employee has a complaint, such complaint shall be discussed with their immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred, or ought to reasonably have come to the attention of the employee. The employee may have the assistance of the employee's Union Representative. If the grievor and immediate supervisor are unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days, the employee may

proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate supervisor.

- 13.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Representative if desired, may submit a written grievance, signed and dated by the employee to the Department Manager or designate. The nature of the grievance, the remedy sought, and wherever possible the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department Manager or designate will deliver a decision in writing within seven (7) calendar days of their receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the grievance may be submitted to Human Resources or designate, to be discussed at a meeting between Human Resources or designate, the said grievor(s) and the Union Representative, within seven (7) calendar days of receipt of the grievance or within such other time as may be mutually agreed by the parties. Either party may have assistance from outside the Hospital at this stage if desired. Human Resources or designate shall give written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such fourteen (14) calendar day period, the grievance will be deemed to have been abandoned.

If an employee's immediate supervisor and Department Manager are the same person, the grievance will be submitted to Step No. 2 within seven (7) calendar days following the decision under Step No. 1.

13.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Hospital or the Union, under Step No. 2, within fourteen (14) calendar days of the event giving rise to the grievance.

Failing settlement, under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with the arbitration procedure.

It is expressly understood that the provisions may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby by-passed.

13.05 Discharge/Suspension Grievance

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

A claim by an employee who has completed the probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee, with the Hospital, at Step No. 2 within seven (7) calendar days after the effective date of the discharge or suspension, or notice thereof, whichever should first occur.

13.06 Group Grievance

Where two or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

All agreements reached under the grievance procedure between the representatives of the Hospital, and the representatives of the Union will be final and binding upon the Hospital and the Union and the employee or employees involved.

13.07 Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to mediation at any time within fourteen (14) calendar days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made.

- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the mediation.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within seven (7) calendar days following mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 14 – ARBITRATION

The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article.

- 14.01 Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within fourteen (14) calendar days after the receipt of management's last decision.
- 14.02 The notice shall contain a list of three (3) suggested arbitrators. Within fourteen (14) calendar days, the recipient of the notice shall inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. Should no agreement be made within twenty-eight (28) calendar days of the notice referring the matter to arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator. Where a roster of agreed arbitrators exists between the parties, it is agreed that the list will be utilized before this clause.
- 14.03 No matter may be submitted to arbitration which has not been carried through all of the requisite steps of the grievance procedure.
- 14.04 The Arbitrator shall not have any jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 14.05 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject to Section 48(16) of the *Labour Relations Act, 1995*.

14.06 Nothing prevents the parties from using mediation and/or mediation/arbitration as long as the parties mutually agree. Timelines in this article may be extended by the mutual agreement of the parties in writing.

14.07 Discharge & Suspension

- (a) The Employer shall not discharge or suspend any employee without just and sufficient cause. The Employer shall direct a letter to the employee concerned confirming such discharge or suspension and reasons for such action. The notice of discharge or suspension will be provided to the Chairperson and the Union Office.
- (b) Warning, disciplinary and suspension notices shall be removed from an employee's file providing the employee has been discipline free for a period of eighteen months (18).
- (c) An employee upon their written request and in the presence of a representative of the Employer will be given access to their personnel file. Such request shall be submitted with no less than 48 hours in advance.
- (d) In all cases of suspension or discharge, a Union Committee Person will be present, unless that right is waived by the employee in the presence of the Union Committee Person.
- (e) The Employer will notify the unit Chairperson that an employee is being terminated before notifying the employee.
- (f) Nothing in this article shall be construed to prevent the Hospital from suspending and/or holding an employee out of service pending an investigation or disciplinary meeting.
- (g) During the investigation period the employee will not incur loss of pay unless the results of the investigation result in suspension. Loss of pay that exceeds an assigned suspension penalty will be returned to the employee.

ARTICLE 15 - STRIKES AND LOCKOUTS

15.01 The Employer and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with the terms of said Collective Agreement and the Employer and the Union further agree to negotiate in good faith with a view to reaching agreement on renewal of said existing Collective Agreement.

15.02 The Employer and the Union agree to enter into and proceed through negotiations and further agree that each shall make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

15.03 Should the Employer and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lockout.

15.04 The parties having entered into this Collective Agreement in mutual good faith, the Hospital agrees there will be no lockout and the Union agrees there will be no strike, picketing, slow down or other concerted activity either complete or partial which could interfere with or restrict production during the term of this Agreement.

ARTICLE 16 - PAY FOR INJURED EMPLOYEES

16.01 In the event that an employee is injured in the proper performance of their duties, they shall, to the extent that they are required to stop work and receive treatment, be paid their wages for the remainder of their shift.

16.02 In order to receive such payment, the employee must immediately report such injury to their manager and complete a Workers' Compensation form and any necessary Hospital documentation at the earliest possible time through the Occupational Health Department.

ARTICLE 17 - CALL-IN PAY

17.01 When an employee is called back to work after the conclusion of their regular shift and they have left the Hospital premises, they shall receive a minimum of four (4) hours work or four (4) hours pay at their regular hourly rate. If the employee is not required to stay at work for four (4) hours and an additional call back occurs the staff member will not be paid twice for periods of overlap.

17.02 If scheduled hours are taken away from an employee with less than twenty-four (24) hours notice, the employee shall be paid four (4) hours pay at the regular hourly rate or receive a minimum of four (4) hours work at a site determined by the Employer.

ARTICLE 18 - ORDERING-IN PAY

18.01 At times the Hospital may be required to order staff in to work, starting with regular part time and then full time, in reverse order of seniority. An employee is expected to report to work as ordered, unless they are incapable of working. Prior to ordering in, the Hospital must exhaust all normal call in procedures at the regular rate of pay and then offer the shift at overtime rate of pay.

ARTICLE 19 - REPORTING PAY

19.01 An employee reporting for work at the commencement of their regularly scheduled shift, unless notified in advance not to do so, or unless they are returning to work without notice after an absence, shall receive four (4) hours work or four (4) hours pay at their regular hourly rate.

This provision shall not apply when there is a lack of work due to a situation beyond the control of the Hospital.

ARTICLE 20 – LAYOFF AND RECALL

20.01 Notice of Layoff

- (a) There shall be at least three (3) months' notice in the event of a proposed layoff or reduction of hours if full-time, of a permanent or long-term nature, or in the event of a substantial bed cutback in service which affects, or could affect, the Bargaining Unit.

The Employer agrees to meet with the Union and discuss the reasons for such layoff, or reduction of hours if full-time, possible alternatives to it, and the method of implementation, including the numbers of employees to be affected.

The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than six (6) weeks, notice in writing, of his/her layoff with one (1) week notice per year of service up to a maximum of eight (8) weeks:

Service shall be calculated as stated above as of the date of the proposed layoff.

- (b) In the event of a layoff or reduction of hours if full-time, for a period of six (6) weeks or less, the Employer shall give each employee in the Bargaining Unit, who has acquired seniority, one (1) weeks' notice.
- (c) However, the above notices will not be required if a layoff occurs because of emergencies, for example fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Employer.
- (d) A copy of any layoff notices shall be sent to the Union at the same time as it is given or mailed to employee(s) concerned.

- 20.02 (a) In the event of a layoff or reduction of hours if full-time, such reduction shall be according to seniority within the classification and according to the position and status in the Department in which such reduction occurs.
- (b) No full-time employee within the bargaining unit shall be laid off by reason of that employee's total full-time duties being assigned to one (1) or more part-time employees.
- (c) Prior to the reduction of any full-time or part-time employee as provided above, the working hours of the casual, temporary and probationary employees in the classification and Department affected shall be first reduced.

- (d) In the event of a layoff the parties agree that the term certain position of any employee within the classification within the department impacted will be ended prior to displacement of the laid off employee.

In the event of a layoff the parties agree that the term certain position of any temporary employee within the classification within the department impacted will be ended prior to displacement of the laid off employee.

- 20.03 (a) A full-time employee who is to be laid off or experience a reduction of hours shall be entitled to:

- (i) accept the layoff;
- (ii) displace any less senior full-time or part-time employee within any department provided the full-time employee has more seniority than the employee they seek to displace and provided the full-time employee has the qualifications and ability to perform the work performed by the less senior employee. It is understood that such employee shall be allowed a reasonable period of orientation to acquire the efficiency required.

- (b) A part-time employee who is to be laid off shall be entitled to:

- (i) accept the layoff;
- (ii) displace any less senior part-time employee within any department provided the part-time employee has more seniority than the employee they seek to displace and provided the part-time employee has the qualifications and the ability to perform the work performed by the less senior employee. It is understood that such employee shall be allowed a reasonable period of orientation to acquire the efficiency required.

- (c) In all cases, the retained employee must have the qualifications and ability to perform the work of the position and require no training other than orientation.

- (d) Any person displaced through this procedure shall themselves be entitled to utilize the procedure.

- 20.04 (a) Employees shall be recalled from layoff in reverse order to the layoff procedures provided in 20.02 (a). No new employees will be hired in a classification until those laid off employees with seniority in that classification have been recalled.

- (b) Vacancies that the Employer intends to fill will be filled through the Job Posting procedure unless an employee has been displaced or laid off from that position within twenty-four (24) months of the vacancy, at which time a recall shall occur. It is understood that all laid off employees shall be deemed to have applied for any such vacancy.

- (c) Subsequent vacancies shall be filled as per (b) above.

- (d) In all cases, the recalled employee must have the qualifications and ability to perform the work of the position, and require no training other than orientation.
 - (e) If a laid off employee is recalled to a position other than their original position within a classification, within a Department or if such employee's original position was made redundant, the scheduling of shifts for that employee will be according to seniority by classification within the Department.
- 20.05 (a) An employee to be recalled shall be notified by registered mail to their last known address. A copy of this notice shall be sent to the Union as well.
- (b) Such employee shall have three (3) days to report and advise the Employer of their intent to report to work.
 - (c) If an employee is recalled but cannot report for work due to illness or injury on the day specified but is able to report within sixty (60) days of that date, accommodation shall be granted as per the Collective Agreement provided satisfactory medical evidence confirming the illness or injury is provided to the Employer.
 - (d) If an employee is recalled but cannot report for work due to illness or injury within sixty (60) days of the day specified, then the next senior employee shall be entitled to recall and the ill or injured employee shall retain their seniority position and shall be returned for work upon providing medical evidence of fit to return to regular or modified duties provided satisfactory medical evidence confirming the illness or injury is provided to the Employer.
 - (e) Recalled employees are subject to Article 8.11 (c)

An Employment Insurance (E.I.) Record of Employment form will be furnished to a laid off employee electronically transmitted to Service Canada within seven (7) days following the date of layoff.

ARTICLE 21 – WORK OF THE BARGAINING UNIT

- 21.01 It is agreed that nobody excluded from the bargaining unit shall perform any duties or work within the bargaining unit except for the purpose of instruction or in cases of emergency beyond the control of the Employer.
- 21.02 It is understood that supervisory roles will also perform the work of the bargaining unit, while also having supervisory functions.

ARTICLE 22 – CONTRACTING OUT

- 22.01 The Union will be advised in writing by the Hospital whenever any services have been contracted out which are normally performed by members of the bargaining unit.

22.02 The Employer shall not contract out any work normally performed by members of the bargaining unit, if as a result of such contracting out, a layoff of any bargaining unit members results from such contracting out.

22.03 Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent contractor, agrees:

- (i) to employ the employees thus displaced from the Hospital; and
- (ii) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's Collective Agreement with the Union, and to execute an Agreement with the Union to that effect.

22.04 Contracting Out

On request by the Union, the Hospital, along with a representative of the Union, will undertake to review specified contracted services which fall within the work of the Bargaining Unit and which may be subject to expiry and open for renegotiation within six (6) months. The purpose of the review will be to determine the practicality and cost effectiveness of increasing the degree to which Bargaining Unit employees may be utilized to deliver such services in the future. The Hospital further agrees to provide the results of the review to the Union.

ARTICLE 23 – EDUCATION

23.01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

It is understood this does not include CPR, First Aid, or the mandatory Security Guard license from the province of Ontario, which is a condition of employment.

23.02 **Training**

The Hospital will endeavor to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Hospital during their regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to engage in any learning opportunities outside of their regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at their regular straight time hourly rate of pay.

23.03 IAHSS

IAHSS or equivalent as determined by the employer, is a condition of employment that must be met within the first three months of employment and must be maintained throughout employment.

ARTICLE 24 - HOURS OF WORK

24.01 The Employer will notify and discuss with the Union any impending changes to the Master Rotation. Where multiple versions of the schedule meet the Employer's operational needs, the scheduling options shall be subject to a majority vote by the membership.

24.02 Full-Time Scheduling

Full-time employees are scheduled based on a DDNN model. However, it is understood that due to operational needs, alternative scheduling models may need to be implemented. For example, full-time lines that could include shift lengths of less than twelve (12) hours. If such a circumstance occurs, the parties will meet to discuss the scheduling changes.

24.03 Full Time

- (a) No split shifts will be scheduled.
- (b) There will be at least forty-eight (48) hours off when changing from a night shift to day shift.
- (c) There will be a minimum of twelve (12) hours off between scheduled shifts.
- (d) All schedules will be done on the basis that each employee will be scheduled for 2,080 hours per year. In order to achieve this the following applies:
 - i. Two (2) twelve (12) hour additional tours will be scheduled in Units with a nine (9) week master rotation.

The employee may request vacation and/or lieu time for any of the additional tours. Subject to the operational needs of the Unit, such request will not be unreasonably denied.

24.04 Overtime Pay

Full-time employees shall receive overtime pay for all work performed:

- i. in excess of twelve (12) hours per day, except where elsewhere amended specifically.
- ii. on a scheduled day off (other than a voluntary at the employee's request);

24.05 Part Time

- (a) Hours for part-time employees will be equitably distributed over the four (4) week posted schedule.
- (b) Overtime at a rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay shall be paid on all hours worked greater than eighty-four (84) hours in a biweekly pay period.
- (c) Overtime at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay shall be paid on all hours worked by an employee in excess of twelve (12) hours per day.

24.06 The Union and the employees recognize that the nature of the Hospital's operations frequently requires overtime work to be performed. Overtime work assignments shall be offered in order of seniority.

24.07 The Employer will notify and discuss with the Union any impending changes to the Master Rotation. Where multiple versions of the schedule meet the Employer's operational needs, the scheduling options shall be subject to a majority vote by the membership.

24.08 If an employee's relief is late, the Hospital shall make every effort to ensure an alternate relief will be on site no later than one (1) hour after the end of the regular scheduled shift. A guard may not leave their post until their replacement has arrived.

24.09 It being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime.

24.10 The Employer agrees to post a schedule four (4) weeks in advance to cover a four (4) week period. Any schedule due to be posted between December 25 and January 1 will be posted by December 22. It shall be the responsibility of the employee to consult their current work schedule before going off duty and to notify their manager of an error on the schedule once they become aware of that error.

24.11 Requests for days off must be forwarded fourteen (14) days in advance of the schedule being posted.

24.12 Prior to the schedule being posted, requests for time off will be granted in the following order:

- (a) Requests for vacation based on seniority order
- (b) Earned LIEU days based on seniority order

24.13 Transfer Outside of the Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for a period of up to eighteen (18) months, or such longer period of time as may be agreed by the Union and the Hospital, shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

24.14 Standard Time/Daylight Saving Time

Notwithstanding any other provision in the Collective Agreement, employees working the shift in the fall which is lengthened by one (1) hour because of the change to Standard Time from Daylight Saving Time shall be paid at their regular straight time hourly rate for that additional hour.

Employees working the shift in the spring which is shortened by one (1) hour because of the change to Daylight Saving Time shall be paid for the actual hours worked.

24.15 Cancellations

(a) If a shift is cancelled, the Employer will provide notice prior to the start of the shift. Such notice must be twenty-four (24) hours for full-time and part-time employees. Where an employee's shift is cancelled with less than the required notice, they shall receive time and one-half (1 ½) of their regular straight time hourly rate for all hours worked on their next shift.

Cancellations shall occur in the following order and is not considered a layoff:

Any employee working at premium pay – if more than one employee working on the unit that shift:

- Casual
- Part-time
- Temporary full-time
- Full time

Any employee who is working a call-in shift

- Casual
- Part-time
- Temporary full-time
- Full time

Any employee scheduled on the original posted schedule

- Casual
- Part-time
- Temporary full-time
- Full time

- (b) If the Employer reinstates the cancelled shift, it shall be offered first to the employee whose shift was cancelled, provided it does not result in premium pay, prior to offering the shift as a call in.
- (c) Whenever shifts have been cancelled, the affected employees will be offered the next available call-in shift in that week before following the call-in procedure provided the shift does not result in premium. If multiple employees have been cancelled, they will be offered shifts in order of seniority in that week.

24.16 Call in Shifts

- (a) Once the schedule is posted, all other shifts that become available shall be known as call-in shifts.
- (b) It is understood that the Employer will not be required to offer shifts, which would result in overtime premium pay.
- (c) Call in shifts will be offered on the basis of seniority. Calls shall be offered to employees by seniority in the following order, provided they are not at overtime:
 - i. All Regular Part Time
 - ii. All Casual Part Time

24.17 Scheduling or Calling In of Overtime Shifts

Overtime shifts will be offered to employees in the following order:

- i. All Full-Time employees in order of seniority, beginning with the most senior employee;
- ii. All Regular Part Time working a Temporary Full-Time position in order of seniority, beginning with the most senior employee;
- iii. All Casual employees on the unit by seniority.

The Union and the employees recognize that the nature of the Hospital's operations frequently requires overtime work to be performed. Overtime work assignments shall be offered in accordance with the overtime call in procedure.

It is understood that if any part of a shift could be paid at straight time, the shift will be offered will be offered to part-time and casual first.

ARTICLE 25 - CALL-BACK

25.01 When an employee is called back to work after the conclusion of their regular shift and they have left the Hospital premises, they shall receive a minimum of four (4) hours work or four (4) hours pay at their regular hourly rate. If the employee is not required to stay at work for four (4) hours and an additional call back occurs the staff member will not be paid twice for periods of overlap.

25.02 If scheduled hours are taken away from an employee with less than twenty-four (24) hours notice, the employee shall be paid four (4) hours pay at the regular hourly rate or receive a minimum of four (4) hours work at a site determined by the Employer.

ARTICLE 26 - SHIFT PREMIUMS

26.01 Effective upon ratification, all seniority members shall be paid a shift premium of one dollar (\$1.00) in 2025 per hour for each hour worked, which falls within the hours defined as a "night shift," and a shift premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked, which falls within the hours defined as a "weekend shift". All seniority members shall be paid a shift premium of one dollar and twenty-five cents (\$1.25) in 2026 per hour for each hour worked, which falls within the hours defined as a "night shift," and a shift premium of one dollar and fifty cents (\$1.50) per hour for each hour worked, which falls within the hours defined as a "weekend shift".

ARTICLE 27 – WAGES AND CLASSIFICATIONS

**CHATHAM-KENT HEALTH ALLIANCE
SALARY SCHEDULE**

	Effective March 1, 2024	Effective March 1, 2025	Effective March 1, 2025 (+3%)	Special Adjustment Upon Ratification	Special Adjustment April 1, 2026	Effective April 1, 2026 (+2.25%)
1 Year	\$25.13					
2 Years	\$25.33	1 Year	\$26.09	\$26.51	\$26.93	\$27.54
3 Years	\$25.53	2 Years	\$26.30	\$26.71	\$27.11	\$27.72
4 Years	\$25.73	3 Years	\$26.50	\$27.02	\$27.54	\$28.16

ARTICLE 28 – PAID VACATIONS

28.01 An employee in the active employ of the Hospital shall be entitled to an annual paid vacation pay on the following basis:

- (a) Employees having less than one (1) year of service shall receive vacation pay, in accordance with the provisions of the Employment Standards Act
- (b) An employee with more than twelve (12) months continuous service with the Hospital as of September 1st in any year shall be entitled to two (2) weeks vacation at four percent (4%) of their gross earnings.
- (c) An employee with five (5) years or more of continuous service with the Hospital as of September 1st in any year shall be entitled to three (3) weeks vacation at six percent (6%) of their gross earnings.

- (d) An employee with eight (8) years or more of continuous service with the Hospital as of September 1st in any year shall be entitled to four (4) weeks vacation at eight percent (8%) of their gross earnings.

It is understood that Full Time employees will be required to book and utilize their full vacation entitlement within the vacation year. Vacation payouts shall not be permitted.

Vacation pay for part-time staff shall be paid on each bi-weekly pay cheque. They will be permitted to take up to their full vacation entitlement as unpaid vacation.

- 28.02 An employee who leaves the service of the Hospital shall be given the vacation pay to which they were entitled at the time they left the service of the Hospital.
- 28.03 Time off for vacation must be taken in accordance with provisions of ESA.
- 28.04 (a) Requests for vacation time shall be made in writing to the Manager at least fifteen (15) calendar days in advance of the start of the vacation. The Hospital will provide written confirmation of all vacation requests within five (5) business days of receiving the original vacation request.

ARTICLE 29 – HEALTH AND SAFETY

- 29.01 The Hospital shall continue to make all reasonable provisions for the safety and health of its employees during the hours of employment. The Union agrees to assist the Hospital in maintaining proper observation of all safety and health rules and shall have the right to make recommendations to the Hospital respecting the safety and health of employees.
- 29.02 The Hospital will ensure that every employee is provided shelter, heat, clean, safe and operating toilet facilities, and accessibility to two-way communication on all sites. In the event that a site does not have a telephone the employee shall be permitted to book on via the alternate two-way communication provided by the Hospital.
- 29.03 The Union will assist in the nomination, election or appointment of members on the joint health and safety committee
- 29.04 The Hospital will provide seniority employees with the following uniform items at no cost to the Employee:
 - i) One (1) vest
 - ii) Three (3) long sleeve and three (3) short sleeve shirts for full time employees; two (2) long sleeve and two (2) short sleeve shirts (replaced as reasonably required)
 - iii) Two (2) pairs of pants for full time employees annually and 1 pair of pants for part-time employees annually

- iv) One (1) winter jacket (replaced every 5 years or may reasonably be required)
- v) Two (2) toques (replaced as reasonably required)
- vi) Two (2) pairs of cut proof gloves annually (or as reasonably required)
- vii) One (1) duty belt (one time upon hire or as reasonably required)

All uniform items are and remain property of Chatham-Kent Health Alliance and are only to be worn when on duty. Each employee will sign an agreement as to proper use of uniform and equipment.

Each uniform must be worn during working hours as a condition of employment. The Hospital shall ensure that all uniform items fit properly, are in good repair.

- (a) The Hospital shall furnish and pay for uniform equipment for employees as required. The style and quantity of specific items shall be determined by the Hospital. Such uniforms shall remain the property of the Hospital and must be returned upon an employee leaving the Hospital. All uniform items including shirts shall be replaced on a one to one basis, only when deemed appropriate by Management. The Hospital shall direct the appropriate uniform dress code, when issuing uniforms the Hospital will consider and ensure that uniforms are appropriate to the working conditions. This includes proper quality and quantity for the site assigned. Any new uniform items required by the employee shall be delivered to the sites or made available for pick-up as per the employees requires and during regular office hours. The Hospital will not issue any uniform item that was worn previously with the exception of outer wear, which will be issued in good repair and dry cleaned. The Hospital shall ensure maternity and unisex uniform items will be made available to employees.
- (b) Worn or damaged items including uniform shirts shall be replaced on a one for one trade in basis.
- (c) If rainwear and/or reflective safety vests are necessary, the Hospital will provide suitable sizes and quantity on each site. Uniform items will be replaced on a one for one trade in basis when required due to normal wear and tear.

29.05 The Hospital shall provide a shoe allowance for the purpose of providing one (1) pair of CSA- approved safety footwear. Upon presentation of an original receipt up to a maximum of one hundred and fifty dollars (\$150.00) every twelve (12) months, to all employees, who have completed their probation. Upon determination by the Hospital a requirement to wear specific footwear is part of their regularly issued uniform articles. If an employee leaves less than twelve (12) months from receiving shoe allowance they will be responsible for repayment of 50% of the purchase price.

ARTICLE 30 - PAID HOLIDAYS

30.01 For the purposes of this Agreement the following days will be recognized as holidays for sites operating to the provincial standards (BSA):

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Easter Monday
Christmas Day	Victoria Day
Boxing Day	Canada Day
Civic Holiday	

Full-Time employees shall be paid a maximum of eight (8) hours for a stat. holiday. If they work the stat holiday they will additionally be paid premium pay (time and one half) for their hours worked that day.

Part-Time employee stat. Holiday pay shall be calculated per ESA. If they work the stat holiday they will additionally be paid premium pay (time and one half) for their hours worked that day.

ARTICLE 31 - BANKED LIEU TIME

31.01 Where a full-time employee requests time off in lieu of overtime pay, such time will only be allowed to accrue to a maximum of forty-eight (48) hours and will be taken at a mutually agreeable time with the Employer and the Employee.

31.02 If banked lieu time is not scheduled and taken by the last full pay period prior to March 31st of each year, the entire lieu bank will be paid out.

For clarity, banked time cannot be carried over into the next fiscal year.

31.03 Vacation requests will be considered prior to lieu time when preparing the schedule.

ARTICLE 32 - HEALTH AND WELFARE

32.01 All full-time employees who have completed one (1) year of employment will be entitled to a maximum of sixty (60) hours of Sick Leave per calendar year. All Sick Leave will be with pay and shall be based upon the employees' normal hours of work multiplied by their normal rate of pay. The Sick time shall not be cumulative from year to year.

If an employee transfers to full-time part-way through the calendar year, they will have their sick hours pro-rated.

The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees (married or single) under the Extended Health Care Plan (\$3.50 deductible per prescription).

The Employer agrees to contribute seventy-five percent (75%) of the applicable billed premiums towards coverage of employees under the Dental Plan at the current ODA Schedule of fees, providing the balance of the premium is paid by employees through monthly payroll deductions.

It is understood that the Employer may substitute another carrier for any plan (other than OHIP) which it is the obligation of the Employer to provide under the terms of the Collective Agreement, provided that the benefits conferred thereby are, in all respects, equivalent or better than those provided under the plan for which it is proposed to make a substitution. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Union with respect to such proposed change. Upon request by the Union, the Employer shall provide to the Union full specifications of the benefit programs as contracted for and in effect as proposed with the new carrier.

Part-Time

The Employer agrees to pay each employee covered by this agreement who has completed their probationary period, thirteen percent (13%) of the employee's regular straight time hourly rate for each completed shift in lieu of sick leave, holiday pay and all other fringe benefits provided to full time employees and nine percent (9%) to employees on the same basis who elect to participate in the Healthcare of Ontario Plan. Such payment will commence with the first pay period following completion of said probationary period.

Massage	\$250 annual max
Physio	\$250 annual max
Chiro	\$250 annual max
Mental Health	\$500 annual max
Vision	\$400 per 24 months
Hearing Aid	\$500 lifetime
Orthotics	\$300 annual max
Denture	\$1,000 max per 5 years
Dental Major Restorative	\$2,000 max per 24 months
Orthodontics	\$2,000 max (lifetime)

ARTICLE 33 - SHIFT EXCHANGE

33.01 A "shift exchange" is defined as an arrangement where two employees voluntarily agree to swap scheduled shifts, provided that both employees are qualified to perform the duties of the respective positions.

33.02 Process for Shift Exchanges

1. Employees must submit a request for a shift exchange to their immediate supervisor no less than 72 hours prior to the scheduled shift.
2. Supervisor shall review the request and grant approval based on staffing needs, employee qualifications, and compliance with any relevant policies or regulations. Approval shall not be unreasonably withheld.
3. Employees are responsible for any implications regarding attendance or performance related to the exchanged shifts.
4. Such exchange will not trigger any premium payments.
5. Only mutual exchanges of full shifts will be approved.
6. No three-way mutuals.
7. 4 shift exchange per week.
8. This policy process may be reviewed and modified by mutual agreement between the Employer and the bargaining unit, ensuring that it remains relevant and effective for all employees.

ARTICLE 34 - PENSIONS

34.01 All Full-Time staff will be enrolled in the Healthcare of Ontario Pension Plan (HOOPP), all Part-Time staff will be given the opportunity to voluntarily join the pension plan.

ARTICLE 35 – GENERAL

35.01 When an employee is retiring, the Employer will arrange a meeting three (3) months prior to such retirement date to prepare the necessary forms.

35.02 It is agreed that the Hospital shall be entitled to retain one hundred percent (100%) of any unemployment insurance premium reduction or rebate toward offsetting the cost of benefits provided by this Agreement.

35.03 All language will be changed to gender neutral language.

35.04 The Employer agrees to provide one (1) Unifor 2458 locked bulletin board for each site to be centrally located and accessible to all employees for posting of notices of Union activities. Such notices shall be submitted by the Chairperson to the office of the Director of Human Resources for approval.

35.05 The parties agree to share equally the cost of printing this Collective Agreement in booklet form.

ARTICLE 36 – RETROACTIVITY

36.01 Retroactivity, if any, will be paid within four full pay periods of the date of ratification or award on the basis of hours paid. Retroactive pay will be paid on a separate deposit where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay.

36.02 The Hospital will contact former employees at their last known address on record with the Hospital, with a copy to the Union, within 30 days of the date of ratification or award to advise them of their entitlement to retroactivity.

36.03 Such employees will have a period of 60 days from the date of notice to claim such retroactivity and, if they fail to make a claim within the 60-day period, their claim will be deemed to be abandoned.

ARTICLE 37 – PAID DOMESTIC VIOLENCE AND DISCIPLINE PROTECTION LANGUAGE

37.01 The parties recognize that domestic violence, which may include intimate partner violence or sexual violence, is a serious issue that can manifest in various ways. Where the employer is aware of, or who ought reasonably to be aware of, domestic violence that would likely expose an employee to physical injury in the workplace must take every precaution reasonable in the circumstances to protect the nurse (OHSA section 32.0.4).

Where an employee has advised that they are suffering from or in fear of domestic violence, or the employer is aware or ought reasonably to be aware, they will be offered supports and services that may include but are not limited to, work accommodations to schedules or duties, safe workplace plans, referrals and protections, risk assessment, and/or the Employee Family Assistance Program (EFPA), support in reporting to law enforcement and leaves (including job protected leaves as per the Employment Standards Act, 2000); and other supports, as appropriate.

ARTICLE 38 – DURATION AND TERMINATION

38.01 This Agreement shall be effective from March 1, 2025, to March 31st, 2027, and shall continue in full force and effect until a new agreement is reached either during the course of negotiations, conciliation or arbitration proceedings, as required by the laws of the Province.

38.02 In the event that either party gives written notice to amend the Agreement or make a new Agreement within ninety (90) days prior to the 31st day of March 2027. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the parties shall have the right to alter said list before and during negotiations.

SIGNED VIRTUALLY THIS 15th DAY OF JANUARY, 2026

FOR THE EMPLOYER

FOR THE UNION

Justin Turkington
Justin Turkington (Jan 15, 2026 14:20:31 EST)

Clyde Ferrell
Clyde Ferrell (Jan 15, 2026 13:15:21 EST)

Pat Crowley
Pat Crowley (Jan 19, 2026 12:00:46 EST)

Eric Badger
Eric Badger (Jan 17, 2026 22:35:34 EST)

Neil Fulkerson
Neil Fulkerson (Jan 15, 2026 13:35:18 EST)

Ken Durocher
Ken Durocher (Jan 15, 2026 13:29:37 EST)

Alex Sullio
Alex Sullio (Jan 20, 2026 14:58:53 EST)

Kellie Scanlan
Kellie Scanlan (Jan 15, 2026 14:13:58 EST)

LETTER OF UNDERSTANDING #1 – RE: MENTAL HEALTH/HEALTH & SAFETY

The parties agree that a psychologically healthy work environment is a desirable objective for both the Hospital and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace. This will be a standing discussion.

LETTER OF UNDERSTANDING #2 - WOMEN'S ADVOCATE LANGUAGE

The parties agree to recognize a Women's Advocate who shall be a female Unifor member who can be called upon to meet with members who are experiencing a domestic abuse situation, as required, discuss problems with them and make any necessary referrals.

Upon request, the Employer will provide access to a private meeting room or office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate. The Union will fund the training, and the Employer will grant the appropriately requested time off.

The Union acknowledges that the Employer is under no obligation to refer a member to the Women's Advocate or advise the Women's Advocate on behalf of the employee. Furthermore, the parties agree a female employee may elect not to involve the Women's Advocate. Should they elect to do so, Employer is not responsible, nor liable for the actions of the Women's Advocate.