

COLLECTIVE AGREEMENT

Between

**Ontario Physician Assistant Association
(hereinafter called the “Association”)**

And

**Hamilton Health Sciences Corporation
(hereinafter called the “Hospital”)**

Duration: April 1, 2021-March 31, 2024

TABLE OF CONTENTS

Article 1 - Purpose.....	3
Article 2 - Recognition.....	3
Article 3 - Protection Against Harassment, Violence and Discrimination	4
Article 4 - Management Rights.....	4
Article 5 - Association Representation	5
Article 6 - Definitions	9
Article 7 - No Strikes or Lockouts	9
Article 8 - Association Membership and Checkoff	10
Article 9 - Length of Service	12
Article 10 - Employee Compensation	14
Article 11 - Vacancies and Job Postings.....	18
Article 12 - Grievance Procedure	18
Article 13 - Arbitration	21
Article 14 - Discipline and Discharge	23
Article 15 - Duration.....	25

COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital, the Association and the employees; to provide an orderly procedure for the prompt and equitable disposition of disputes; to maintain mutually satisfactory hours of work and wages; and to establish working conditions in the workplace conducive to the mutual wellbeing of the parties to this Agreement.
- 1.02 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Hospital or the employees are deprived of such rights or privileges.
- 1.03 The parties commit themselves in all instances to provide compassionate care for the patients in their care and to meet their physical and emotional needs in a safe, comfortable environment treating them and their families with the respect and dignity they deserve.

ARTICLE 2 - RECOGNITION

- 2.01 The Hospital recognizes the Association as the sole collective bargaining agent for, and this Collective Agreement shall apply to, all physician assistants employed by Hamilton Health Sciences Corporation in the City of Hamilton, save and except supervisors and those above the rank of supervisor.

ARTICLE 3 - PROTECTION AGAINST HARASSMENT, VIOLENCE AND DISCRIMINATION

- 3.01 The parties are committed to ensuring that the workplace is a safe and healthy environment for all participants and are therefore committed to preventing and addressing acts of workplace harassment, violence and discrimination on grounds prohibited in law.
- 3.02 The Hospital and the Association recognize and endorse the application of the requirements of the *Ontario Human Rights Code, R.S.O. 1990* in respect of discrimination and workplace accommodation.
- 3.03 The Hospital also agrees that it will, upon request, present the Association its workplace harassment and workplace violence policies, as prescribed by the *Occupational Health and Safety Act, R.S.O. 1990*. The Association may present any recommendations or concerns in respect of the administration or the contents of such policies to the labour management committee.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as modified by the express terms of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- a. Maintain order, discipline and efficiency;

- b. Hire, assign, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee who has completed their probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
 - c. Establish, enforce and amend rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
 - d. Generally, to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance concerning the hospital's operations, including overtime, not otherwise specifically dealt with elsewhere in this Agreement.
- 4.02 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms and provisions of the Agreement.

ARTICLE 5 - ASSOCIATION REPRESENTATION

- 5.01 For the purpose of representing its members, the Association shall function and be recognized as follows:

- a. Stewards are representatives of the Association, authorized to act on behalf of the Association for the purposes of administering the terms and conditions of the Agreement, particularly for the purpose of processing grievances and enforcing the employees' collective bargaining rights as well as any rights under the Agreement and under the law. The Hospital agrees to recognize one (1) Association steward to be elected or appointed from amongst the employees in the bargaining unit. Additional stewards may be elected or appointed from amongst the employees in the bargaining unit on mutual agreement by the Hospital and the Association.
- b. Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Hospital, and such permission shall not be unreasonably withheld. A steward shall suffer no loss of earnings for time spent in the performance of their grievance duties during their regular scheduled working hours, up to but not including arbitration.
- c. The Hospital agrees to recognize a bargaining committee, the members of which shall be recognized as having authority to participate in the negotiations for a Collective Agreement and any renewals thereof. Where the Hospital participates in central bargaining, one (1) central bargaining committee member may be elected or appointed from amongst the employees in the bargaining unit. The maximum number of bargaining committee members from the bargaining units in central bargaining will be up to a maximum of seven (7) across the participating hospitals. Where the Hospital does not participate in central bargaining, the Hospital and Association shall determine by mutual agreement the number of bargaining committee members to be elected or appointed to

the bargaining committee. Bargaining committee members, shall suffer no loss of earnings for time spent during their regular scheduled working hours to participate in direct negotiations with the Hospital up to, and including, conciliation.

- d. The employees must at all times remain focused and committed to the principles of patient centred care and therefore it may not always be appropriate for stewards and bargaining committee members to conduct association business contemplated by Article 5 during their regularly scheduled work hours. The parties may therefore determine together that meetings with the Hospital be scheduled to occur outside of the steward or bargaining committee member's regular work hours and in such cases the steward or bargaining committee member shall be paid their regular hourly rate. Such hours shall not be attributed to total regular hours worked in that day or week for the purpose of determining overtime eligibility.
- e. The Association is the representative of the employees in all matters pertaining to the Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of the Agreement and enforcing the employees' collective bargaining rights, as well as any rights under the Agreement and under the law. The Association's representatives may periodically visit the workplace provided their visit does not interrupt patient care, adversely affect the efficient operation of the Hospital, and provided that they have notified the Hospital in advance and have received permission to do so.

- 5.02 The Association agrees to notify the Hospital in writing of the names of its representatives, its stewards, and bargaining committee members, and the effective dates of their appointments. The Hospital shall not be required to recognize an official of the Association until such notice is received.
- 5.03 The Association may hold meetings with employees on the premises after securing permission from the Hospital, and such permission shall not be unreasonably withheld. Meetings shall not interfere with the effective and efficient operations of the Hospital.
- 5.04 **Local Labour Management Meeting**
- a. On an as needed basis, either stewards, or the manager responsible for human resources can request a “local labour-management” meeting to deal with matters specific to that Hospital. At such meetings, the committee shall consist of the Association steward(s) and one (1) OPAA representative, and up to an equal number of Hospital representatives.
 - b. The committee shall keep minutes of its meetings and distribute them to the committee members.
 - c. The committee shall appoint from among itself a chairperson and a recording secretary with such positions rotating as agreed upon by the committee.

- d. The dates of any labour-management meeting must be mutually agreed upon.
- e. Employees serving on the committee shall suffer no loss of earnings for time spent attending committee meetings during their regular scheduled working hours.
- f. The committee shall deal with all matters of mutual concern; however, the committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or infringe its requirements.

ARTICLE 6 - DEFINITIONS

- 6.01 The term “Hospital” shall refer to Hamilton Health Sciences Corporation.
- 6.02 The “employee” shall refer only to such persons coming within the scope of the bargaining unit described in Article 2.
- 6.03 Unless identified otherwise, the use of the term “days” in this Agreement shall be read to mean calendar days.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 The Association agrees that there shall be no strikes and the Hospital agrees that there shall be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them by the Ontario *Labour Relations Act, 1995*.

ARTICLE 8 - ASSOCIATION MEMBERSHIP AND CHECKOFF

- 8.01 Neither the Hospital nor the Association will compel employees to join the Association. The Hospital will not discriminate against any employee because of Association membership or lack of it and will inform all new employees of the existence of the Collective Agreement between the Hospital and the Association.
- 8.02 The Association agrees that, subject to Association policies, it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Association.
- 8.03 The Hospital will deduct from each employee covered by this Agreement an amount equal to regular dues and fees, as directed by the Association, and in accordance with the following:
- a. Dues shall be deducted from each pay period, and, in the case of newly hired employees, such deductions shall begin at the commencement of their employment.
 - b. The amount of regular dues and fees shall be those authorized by the Association and the Association shall notify the Hospital of any changes thereto. Such notification shall be the Hospital's conclusive authority to make the deductions specified.
 - c. In consideration of deducting and forwarding Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 8.04 The collection, deduction, and remittance of Association dues and fees shall be directed to the Association as follows:

- a. The total amount deducted from each employee shall be remitted to the Association by the 15th of the month following the month in which such deductions were made, and the Hospital shall include with each remittance the following information for each employee:
 - i. Name;
 - ii. Rate of pay;
 - iii. Amount of Association dues and Association fees deducted and remitted on behalf of the employee; and,
 - iv. Employment status.
- b. The monthly remittance shall be accompanied by a list of new employees hired since the last remittance, if any, and shall include the following information for each new employee:
 - i. Address;
 - ii. Telephone number;
 - iii. Date of hire; and
 - iv. Employment Status (Temporary/Permanent, Full-time/Part-time).
- c. The Hospital shall annually report on an employee's T-4 form the amount of Association dues and fees deducted and remitted to the Association on the employee's behalf in that year.

8.05 Employees who cannot support the Association because of a conscientious objection may apply to the Association in writing for conscientious objector status, subject to, and as determined by the Association's internal guidelines.

ARTICLE 9 - LENGTH OF SERVICE

9.01 Length of service with the Hospital shall be tracked and recorded by the Hospital. Full-time employees will have their length of service tracked and recorded on the basis of continuous service from their last date of hire. Part-time employees shall have their length of service tracked and recorded on the basis of number of hours worked. The Hospital shall update the list once annually and distribute to the Association.

9.02 Employees that are absent from work shall only receive credit towards their accumulated length of service for the following:

- a. Employer paid leave of absence;
- b. Parental/pregnancy leave as provided by the *Employment Standards Act*;
- c. Leave due to workplace accident or illness and in receipt of payment workplace accident/illness insurance.

9.03 An employee shall lose all service and the employee shall be deemed terminated if they:

- a. Voluntarily resign or retire from their employment;
- b. Are laid off for a continuous period of more than twenty-four (24) months;

- c. Upon expiry of a fixed term assignment or contract, if such fixed term assignment or contract is not expressly renewed or extended. The Hospital affirms that an employee deemed terminated by operation of this article shall be provided any entitlements owed in accordance with applicable law;
- d. Are discharged during the probationary period, or, for employees who have completed the probationary period, are discharged for just cause and such discharge is not reversed through the grievance procedure;
- e. Fail to notify the Hospital of their intention to return to work within forty-eight (48) hours of notification of recall from layoff;
- f. Fail to return to work upon termination of an authorized leave of absence without satisfactory reason, or utilize a leave of absence, without permission, for purposes other than that for which the leave was granted;
- g. Are absent for more than three (3) consecutive scheduled shifts without notifying the Hospital, and without reasonable cause;
- h. Upon being recalled from layoff, fail to return to work within three (3) days if unemployed, and within seven (7) days if employed elsewhere. It shall be sufficient for the Hospital to send notice to return to work by registered mail to the employee's last known address.

ARTICLE 10 - EMPLOYEE COMPENSATION

10.01

- a. The Hospital and the steward(s) and bargaining committee member(s) elected or appointed from the bargaining unit shall meet once annually in March, or such other time mutually agreed upon by the parties, to review salary and compensation comparison data that shall be compiled by the Association, by the Hospital or its representative, as well as data from any other source that the parties agree is relevant.

Such meetings shall not deprive an employee of, or be used as an alternate to, individual annual employee performance evaluations and annual salary adjustments or performance bonuses in accordance with existing Hospital policies or practices.

- b. The Hospital may also establish a salary range or grid as a basis for determining the wage or salary for all employees that is based on a consideration of relevant factors, including but not limited to, the kind of work and the geographic location of the Hospital. In preparing or revising the salary range or grid, the Hospital shall consult with the Association, however the Association's role shall be advisory only.
- c. It is agreed that any issue between the parties arising from the consultations referred to in 10.01(a) or (b) including, but not limited to, a dispute regarding the appropriateness or sufficiency of comparison data or the salary range or grid implemented by the Hospital, shall not be the subject of a grievance or arbitration.

10.02 The Hospital shall prepare and present collective agreement addendums with each individual employee which shall provide an overview of the following information or the location where such information can be accessed by the employee:

- a. Hourly Wage/Salary
- b. Compensation Increases (Annual adjustments, COLA, or experiential)
- c. Vacation Time (or vacation pay, where applicable)
- d. Holiday and Holiday Premium Pay
- e. Health and Welfare – Summary description of coverage, co-payment, maximums, including (where applicable):
 - i. Life Insurance
 - ii. Accidental Death and Dismemberment
 - iii. Dependant Life Insurance
 - iv. Dental Coverage
 - v. Extended Health Coverage
 - vi. Vision Coverage
 - vii. Out of Country
 - viii. Long Term Disability
 - ix. Short Term Disability or Weekly Indemnity
 - x. Pregnancy and Parental Leave Top Up
- f. Hours of Work and Overtime

- g. Sick Leave
- h. Paid Leaves and Unpaid Leaves
- i. Other applicable premiums, contributions, fringe benefits.

10.03

- a. The Association acknowledges that it is the Hospital's exclusive right to establish and offer wages, salaries or terms of employment in accordance with Articles 10.01 and 10.02, and any changes thereto. Such terms shall be established and offered at the discretion of the Hospital. The Hospital agrees that it shall not make unilateral reductions to compensation, without written permission from the employee, or a representative of the Association.
- b. Notwithstanding the above, it is understood that change of the Hospital's health and welfare benefits carrier does not constitute a reduction in compensation.

10.04 The Hospital shall report to the Association, by no later than ninety (90) days from the date of ratification, the following for each employee or the location where such information can be accessed, as captured in their respective collective agreement addendum, and shall advise the Association of any subsequent change to the reported information:

- a. Annual salary or hourly wage and any applicable salary or hourly wage range;
- b. Vacation time in weeks;

- c. Public Holidays, the manner in which public holiday pay is calculated and the manner in which Public Holiday Premium pay is paid;
- d. Health Benefit Plan – Summary Detail of each benefit type, as well as annual (or other) caps, employee co-payments, or deductible;
- e. Hours of work including regular shift length, as well as the number of regular hours worked before overtime premiums are applied;
- f. Any retirement savings, pension, or other registered savings plans paid to employees, the annual contribution for the employer and employee, and all plan policy details that are prepared for the employer by the policy holder or plan manager;
- g. Professional development costs, allowances and leaves available per year;
- h. Any paid leaves to which an employee is entitled, including sick leave, bereavement, jury duty and maternity or parental top-up;
- i. Any other fringe or incidental benefits, premiums, allowances, or contributions that form part of an employee's remuneration.

ARTICLE 11 - VACANCIES AND JOB POSTINGS

- 11.01 The Hospital shall post notice of vacancies for a minimum of seven (7) calendar days within the hospital. The Hospital shall provide a copy of posted notice of vacancies to a representative of the Association. The Association may post the vacancy at a member portal hosted by the Canadian Association of Physician Assistants.
- 11.02 Nothing about this Article shall interfere with or prevent the Hospital from developing or maintaining its own policy with regard to credit or prior consideration that may be offered in the hiring process to current, qualified employees, relative to external applicants.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 The parties to this Agreement recognize the stewards and the OPAA representatives specified in Article 5 as the agents through which employees shall process their grievances and receive settlement thereof.
- 12.02
- a. The Hospital or the Association shall not be required to consider or process any grievance which arises out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. At no time may an employee or group of employees file a grievance on behalf of another employee.

- b. It is understood that an employee shall first give their immediate supervisor the opportunity of adjusting the employee's complaint. If the complaint is not adjusted to the employee's satisfaction within seven (7) calendar days of being discussed with the immediate supervisor, it may be taken up as a grievance as set out below.

12.03 Step 1

The employee will, accompanied by a steward or an OPAA representative if desired, submit the grievance in writing to their immediate supervisor within seven (7) calendar days of the supervisor's unsatisfactory reply. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated. The supervisor will deal with the grievance and will notify the grievor and the Association representative of the decision in writing within seven (7) calendar days following the date the grievance was presented.

12.04 Step 2

If the grievance is not settled under Step 1, it may be filed with the Hospital at Step 2 within seven (7) calendar days of the decision under Step 1 or within seven (7) calendar days of the day this decision at Step 1 should have been made. The parties shall meet within seven (7) calendar days of this filing, or at such other time as mutually agreed by the parties, to discuss the grievance. The Hospital shall notify the grievor and the Association of its decision in writing within nine (9) calendar days following the Step 2 meeting.

- 12.05 A Group grievance is defined as a single grievance, signed by a steward or an OPAA representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 12.06 A Policy grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and, when submitted by the Hospital, can relate to the conduct of the Association, its representatives or stewards. A policy grievance shall be originated at Step 2, bypassing Step 1, within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. Such policy grievance shall be signed by an OPAA representative or, in the case of a Hospital policy grievance, by the Hospital or their representative. It is expressly understood that the policy grievance process may not be used with respect to a grievance directly affecting an employee which they could have instituted themselves and the regular grievance procedure shall not be thereby bypassed.
- 12.07 The release or discharge of a probationary employee shall not be the subject of a grievance or arbitration. The Hospital agrees that it will not discharge, without just cause, an employee who has completed their probationary period. A claim by an employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance. Such grievance shall be originated at Step 2.
- 12.08 By mutual agreement, the parties may extend the time limits set out above.

ARTICLE 13 - ARBITRATION

13.01 In the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration as follows:

- a. The party requesting arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 2 of the grievance procedure. If no written request for arbitration is received within fourteen (14) calendar days after the decision at Step 2 is given, the grievance shall be deemed to have been abandoned.
- b. In the above written notice, the party requesting arbitration shall submit a list of names of persons to act as sole arbitrator to hear the grievance. Should the persons proposed in the written notice be unacceptable, the other party shall submit its own list of persons to act as sole arbitrator. If the parties are unable to agree on the selection of a sole arbitrator within fourteen (14) calendar days after the date the written notice was received, either party to the dispute may request the Minister of Labour to appoint a sole arbitrator.
- c. All references in this Article to a sole arbitrator shall apply equally to a board of arbitration. The parties may agree to have the matter heard by a board of arbitration, where the decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson of the arbitration board governs.

Where there is mutual agreement to have the matter heard by a board of arbitration, the two (2) parties shall each nominate an arbitrator within seven (7) calendar days, and each shall notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall jointly select a chairperson. If they are unable to agree on the selection of a chairperson within fourteen (14) calendar days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairperson.

13.02 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairperson of an arbitration board or as sole arbitrator.

13.03 The sole arbitrator is to be governed by the following provisions:

- a. The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it;
- b. The arbitrator shall determine their own procedure but shall give full opportunity to all parties to present evidence and make representation;
- c. The arbitrator shall not have the power to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any of the provisions of this Agreement;
- d. The parties and the arbitrator shall have access to the Hospital's premises to view working conditions or operations which may be relevant to the resolution of a grievance;

- e. The arbitrator shall have the power to modify penalties except where a specific penalty is provided for in this Collective Agreement;
- f. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable;
- g. The arbitrator shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable;
- h. Each of the parties shall pay one-half ($\frac{1}{2}$) of the remuneration expense of the arbitrator.

13.04 Notwithstanding the arbitration procedure outlined above, either party may make use of Section 49 of the *Labour Relations Act*.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.01

- a. At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of an Association steward or representative. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance. A meeting to impose formal discipline shall not be unreasonably delayed as a result of the unavailability of a steward.

In the event that a formal discipline meeting is delayed as a result of the unavailability of a steward, the Hospital shall inform the Association and the parties shall discuss an appropriate solution.

- b. Disciplinary meetings shall normally take place during the employee's scheduled shift. If the employee is not at work, the employee may be called in at a time when they are not scheduled to attend a disciplinary meeting and the employee shall be paid at their regular straight time hourly rate for the time in the meeting.
- c. During such disciplinary meeting, the employee and the steward may be allowed to meet for a reasonable period of time in private if such meeting is requested by either party.
- d. When discipline is administered, the reason(s) for the discipline shall be communicated during the meeting and confirmed in writing to the employee within three (3) calendar days of the meeting. The time limits for filing a grievance as per Article 12.02a shall commence when the written confirmation of discipline is received.

14.02 A copy of all disciplinary notations shall be sent to the Association.

14.03 A suspension or discharge grievance may be taken up at Step 2 of the grievance procedure.

14.04 **Employee File**


All discipline in an employee's file shall be removed after eighteen (18) months, provided that the employee's record has been discipline free for such eighteen (18) month period. Leaves of absence in excess of thirty (30) calendar days will not count towards the eighteen (18) month period.

ARTICLE 15 - DURATION

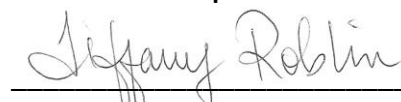
15.01 This Agreement and the attached Letters of Understanding, unless otherwise provided therein, shall be effective the first (1st) day of April, two thousand and twenty one and shall remain in effect until the thirty-first (31st) day of March, two thousand and twenty-four and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.


Signed this ___28th___ day of ___January_____, 2022_.

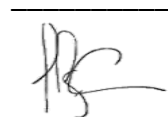
For the Association:



For the Hospital:







LETTER OF UNDERSTANDING #1
RE: CENTRAL BARGAINING COMMITTEE MEMBERS

Further to Article 5.01(c), in the event that additional hospitals agree to participate in the next round of central bargaining, the parties agree to review the maximum number of central bargaining committee members from the bargaining units no later than 90 days prior to the commencement of central bargaining.

LETTER OF UNDERSTANDING #2
RE: TEMPORARY CONTRACT REVIEW

This is a first collective agreement between the parties, and so each jointly acknowledge that they have not previously had the opportunities provided in a labour management forum, or in local bargaining to address Association's concerns regarding the use of, or the terms and conditions for employees with fixed term contracts.

Both parties recognize that such contracts are occasionally necessary as a means to grow the workforce, to pilot the PA role in new ways, or because staffing initiatives are subject to funding solutions the employer must apply for or negotiate from other sources.

The parties agree that that re-current use of fixed term employment contracts for individuals is not a preferred model for long-term employment contracts. Each acknowledge that neither the current use of contract employment, nor the position of the other party at this juncture should be prejudicial to positions they may advance in future.

Having regard for these acknowledgements the parties therefore agree that when an employee has been assigned to a temporary position pursuant to a temporary contract or successive temporary contracts for a continuous period of more than twelve (12) months, and where the Hospital identifies a continuing need for the work of the temporary position to be performed beyond twelve (12) months, the Hospital and the Association shall meet to review the temporary status of the position.

The parties agree that the use of a fixed term contract to cover the leave or temporary absence of an employee who holds an existing permanent position shall not be subject to such review.

LETTER OF UNDERSTANDING #3
RE: *Protecting a Sustainable Public Sector for Future Generations Act, 2019 (“Bill 124”) Moderation Periods*

In accordance with section 23.2 of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019 (“Bill 124”)*, the following moderation periods are applicable during all or part of the term of the first collective agreement:

Hospital	Moderation Period
Brant Community Health Care System	April 1, 2021 - March 31, 2024
Hamilton Health Sciences Corporation	April 1, 2021 - March 31, 2024
Kingston General Hospital	April 1, 2020 - March 31, 2023
Sinai Health	January 1, 2021 - December 31, 2023
Sunnybrook Health Sciences	April 1, 2020 – March 31, 2023
St. Joseph’s Hospital Hamilton	September 1, 2020 – August 31, 2023
Trillium Health Partners	April 1, 2020 - March 31, 2023