



LOCAL 7800

CANADIAN UNION OF PUBLIC EMPLOYEES

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March 20, 2024

To all Local 7800 Members

Re: Local Bargaining Update Contract September 29/21 to September 28/23

These changes will be in effect **April 4th 2024**

The Local has reached an agreement for the following Articles/ Letters of Understanding

Letter of Understanding -Assignment of Extra Shifts

The Hospital and the Union are agreeable to the following trial process for the assignment of extra shifts for the duration of this collective agreement. The trial can be ended by either party, for any reason, provided 6 weeks' notice is given. It is understood that for the duration of the trial period, this LOU will supersede the article L-7.04 of the Collective Agreement. Should this trial be ended the parties will revert to the language of L-7.04. Any extension of the trial is null and void unless both parties agree to extend or amend such agreement during the subsequent round of bargaining for the local agreement.

1. An extra shift shall mean a shift resulting from an incumbent to a posted position being absent from their scheduled shift to work said position and additional shifts are those shifts that need to be filled prior to posting the schedule as per L.7.02. It is understood that where the Hospital elects to fill a portion of any said shift(s), the following process will also apply.
2. Full-time and regular part-time employees may indicate in writing, their desire to be considered for extra or additional shifts within their incumbent classification, department and site. It is understood that employees who are offered extra or additional shifts in accordance with the process outlined herein must have the required skills and training for the shift.
3. Where an extra or additional shift list is originally established, it shall be done so in order of seniority. It is understood that there will be only one list used for extra and additional shifts
4. An employee indicating an interest in being added to a previously established list will be placed on the list in accordance with their seniority as indicated on the seniority list posted in January and July of each year, per article L-12 (B) of the Collective Agreement.
5. It is understood that paragraph 4 will also apply to employees working in temporary assignments. Their position on the extra or additional shift list within their home department will remain frozen for the duration of the temporary assignment.

6. Should an employee wish to be considered for extra shifts or additional shifts in pay period in which they have requested vacation, they must notify their Manager in writing prior to the schedule being posted.

7. Full-time 37.5 hour employees who may be eligible for extra shifts as a result of time off work must notify the Employer in writing prior to the schedule being posted if they wish to be considered to extra shifts up to their full incumbency. Such shifts will be offered in accordance with this Letter of Understanding.

8. When offering extra or additional shifts, the Hospital, will do so in order of seniority. Each shift will be offered to the most senior person, before moving to the next employee on the list. For clarity any scheduling would not result in any over time premium payment. Each new shift will be offered as per this process.

9. For employees working 7.5 hour daily tours, it is agreed that extra shifts may be offered with less than sixteen (16) consecutive hours between shifts without incurring the premium payment prescribed under L-7.05 (a)

10. For employees working extended tours, it is agreed that extra shifts may be offered with less than twelve (12) consecutive hours between shifts without incurring the premium payment prescribed under L-7.07 (f) and L-7-08 (f).

11. It is understood that such extra shifts shall not be used for the purposes of any premium payments and shall not be construed to be a guarantee of hours of work.

12. It is further understood that extra shifts or additional shifts may be removed from an employee's schedule if the incumbent employee cancels their time off request or returns from their leave early. In the event this occurs, the Hospital will endeavor to provide the impacted employee with as much advance notice as possible. These impacted employees would not have a claim for lost wages or schedule change premiums outlined in L-7.03 of the Collective Agreement.

13. When an employee accepts an extra or additional shifts, they must report for that shift unless arrangements satisfactory to the hospital are made. If an employee calls in sick for their extra shift they would not be entitled to sick time as this is beyond their incumbency.

L-2.04 CASUAL AVAILABILITY

Casual employees are required to provide their availability as follows:

(A) Regular Availability requirements:

Casual employees are required to provide reasonable regular availability as set out by the Hospital in order to fulfill operational needs and to maintain competency. It is understood that these requirements will vary based on the operational needs of individual units/programs.

(B) Christmas Holiday requirements:

The employee shall be available to work either Christmas or New Years.

(C) Declaration of availability timelines:

i) Regular Reasonable Availability

Casual employees are required to declare, in writing to their manager, by the first day of each month their availability to work on specified days for the next calendar month

ii) Amendments to availability must be made in writing to their manager. Any amendments to availability submitted less than two (2) weeks prior to the posting of the schedule may not be considered. Employees amending their availability in accordance with the above must provide alternate availability equal to the availability originally provided.

iii) Casual employees are available for call-ins as circumstances demand. Where a casual employee fails to meet any of the requirements described above, or fails to respond to offers of shifts/declines to work for three (3) consecutive months, the Hospital shall forward a letter to their last address on record with the Hospital, with a copy to the Union, in order to advise the employee of their obligations under this provision and instructing them to provide their availability to the Hospital within fourteen (14) calendar days of the letter being sent.

iv) If the employee is not available for a call-in within their department/unit due to already being called into work in another department/unit within the Hospital, or is not available due to being on an approved leave of absence, or is not available due to a mutually agreed upon availability schedule, such call-in will not be included in the three (3) consecutive months referred to above.

v) It is understood that there is no obligation on the part of the Hospital to call casual employees for any shift, and that a declaration of availability is not a guarantee for hours of work.

L-9 HOLIDAYS

(C) In reference to Articles 16.02, and 16.03 an employee eligible for a lieu day may elect to:

i) be compensated for said lieu day at their regular straight time hourly rate, or

ii) take such day off at their regular straight time hourly rate within the period of one (1) month prior to, or one (1) month after the date of the paid holiday. It is understood the employee and the department will attempt to mutually agree upon the scheduling of such a day. If the employee and the department are unable to agree upon the scheduling of such a day, the day will be scheduled by the department.

iii) In the event that the lieu day has not been taken within the period as outlined above, the employee will be compensated for the lieu day at their regular straight time hourly rate. Such payment will occur on a 3rd pay of the month, in the months in which there are three (3) regular pay deposits, as updated annually on the HR Payroll Calendar.

In Solidarity

Bargaining Committee