

MEMORANDUM OF AGREEMENT

Between

HAMILTON PUBLIC LIBRARY BOARD
(the "Employer")

- And -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 932
(the "Union")

(Together called the "Parties")

By the signatures of the undersigned bargaining committee representatives, the Employer and Union agree to recommend this Memorandum of Agreement, with the appended signed tentative agreements, to their respective principals. The appended signed tentative agreements are the only amendments to the January 1, 2021 to December 31, 2024 Collective Agreement (hereinafter called the "Current Collective Agreement").

1. Provisions of the Current Collective Agreement Remain in Effect

All provisions of the Current Collective Agreement shall remain in effect except as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Agreement.

2. Amendments and Alterations Agreed to in Negotiation Meetings

All items agreed to by the Parties' bargaining committees, set out below and appended, shall amend and alter the Current Collective Agreement and together with all remaining provisions of the Current Collective Agreement, will constitute the "Renewal Collective Agreement":

Agreed to Items Document from May 14, 2025

Agreed to Items Document from May 20, 2025

Agreed to Items Document from May 26, 2025

Agreed to Items Document from May 27, 2025

Agreed to Items Documents from June 24, 2025 as per email sent May 27, 2025

Agreed to Items Documents from June 24, 2025

Agreed to Items Document from July 9, 2025

Agreed to Items Document from July 10, 2025

3. **Letters of Understanding and Appendices**

LOU: Working Alone - renewed

LOU: Benefit Continuation for FT Staff on Income Protection – renewed

LOU: Volunteers – renewed

LOU: Disabled Workers – amended to “Accommodated Workers” and renewed

LOU: Retiree Benefits – renewed

LOU: Retirement Protocol – renewed

LOU: Discontinued Program of Sick Leave Credits - discontinued

LOU: Employees with Equivalencies - discontinued

Appendix A: to be updated for job classifications and wage rates

Appendix B: List of Stewards – deleted

Appendix C and D: to be updated and included

4. **Term of the Renewal Collective Agreement**

The term of the Renewal Collective Agreement shall be forty-eight (48) months, from January 1, 2025 to December 31, 2028 inclusive.

5. **Renewal of Collective Agreement**

The Union Bargaining Committee agrees to recommend this signed Memorandum of Agreement to members of the bargaining unit at its ratification meeting and the Employer Bargaining Committee agrees to recommend this signed Memorandum of Agreement to the members of Hamilton Public Library Board.

The Parties will notify each other by email of the outcome of the Board meeting and Union ratification vote as soon as possible and no later than the following business day.


6. Effective Dates

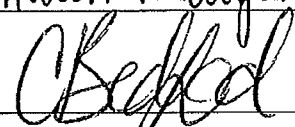
Unless otherwise specified by the Parties, the effective date for all changes will be implemented sixty (60) days post-ratification except for:


- a) wages which will be retroactive to January 1, 2025;
- b) and any other changes whose effective date is otherwise noted in the signed tentative agreements appended to this Memorandum of Agreement.

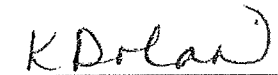
Agreed to this 10th day of July 2025


FOR THE EMPLOYER:




Karen Milligan


C Bedford



S Dineen



K Dolan


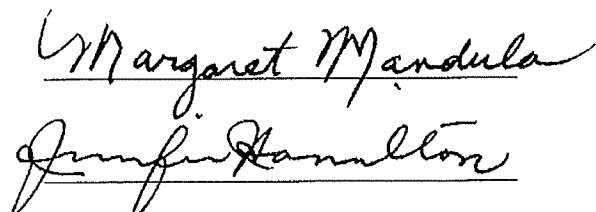
H Dineen


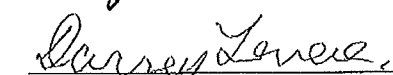
Paul Dineen

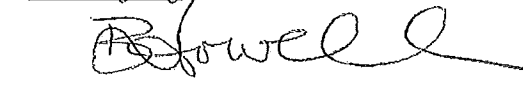
FOR CUPE LOCAL 932:




S H J


Margaret Mandula


Jennifer Hamilton


Carrey Leneve


Bowell


Paul Dineen

AGREED TO ITEMS MAY 14, 2025

9.10 (d) Mediation

Where the parties agree, a grievance that has been referred to arbitration can be mediated by a Grievance Settlement Officer ("GSO"), chosen by the parties. If the parties cannot agree on a GSO within ten (10) days, ~~Jerry Lee Gerry Lee or Frank Reilly on a rotating basis~~ or a mutually agreed upon alternate shall be designated as GSO. The parties shall each pay one-half (1/2) the costs of the GSO.

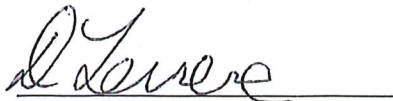
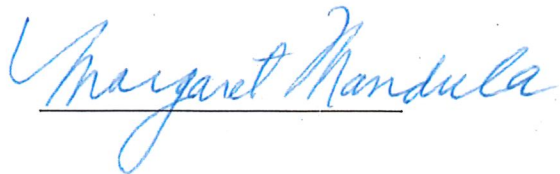

Delete reference to frozen sick bank days from the following articles: 18. 10a)(i), 19.06, App C p59 #1 & #3.

Delete LOU Sick Leave Credits

Dated this 14th day of May 2025

For the Union

For the Employer



Willard

Bedford

Edmore

Sioux

Jeff Hamilton

Paul Allen

AGREED TO ITEMS MAY 20, 2025

5.03 Policies and Procedures

All employees must observe the Employer's Policies and Procedures. A copy shall be kept current and posted on the Employer's internal web~~site~~. In addition, a hard copy of ~~Emergency Policies and Procedures~~ shall be kept at each location.

5.07 Library Board Minutes

The Employer agrees that all non-confidential Board minutes and rules adopted by the Library Board will be posted on the Employer's ~~internal~~ web site.

7.01 Librarian

A Librarian is defined as an employee ~~holding~~ possessing a ~~MLS Master of Library and Information Sciences (MLIS), Master level degree~~ or a degree that is widely recognized as equivalent to a ~~MLS MLIS~~ degree. The possession of a ~~MLS MLIS~~ degree or equivalent does not entitle such employee to the benefits as outlined in the Collective Agreement for Librarian, unless the employee is employed in the capacity of a ~~librarian Librarian~~.

7.07 Contract Positions

- e) In the event that a contract employee becomes a bargaining unit employee pursuant to paragraph (c) above, upon completion of the contract term, the employee shall be transferred to the ~~on-call list~~ ~~call-in list~~ subject to the following requirements:
 - (i) The employee has successfully completed probation; and
 - (ii) She has not successfully bid on a full-time or regular part-time position.

*Employer has outstanding substantive proposals (a,h,i)

9.01 Union Stewards and Grievance Committee

~~As set out above in Article 8.03~~, no more than ~~three~~ (3) employees, including the Chief Steward, will be present at any meeting with the Employer during regular work hours.

It is understood that an employee has the right to union representation throughout the complaint, grievance and mediation procedures. A Steward may represent an employee who is not in her assigned department(s)/area(s) if a need arises and no other Steward is available, provided the

Steward receives permission from her Manager or designate in accordance with Article 4.05.

11.09 d) Termination/Loss of Seniority

- d) Fails to notify the Supervisor, ~~Department Head Manager~~ or ~~Director, Human Resources and Information Services Human Resources Director~~ of the reason for three (3) absences over a twenty-four (24) month period, where such absences were not arranged in advance with the Employer;

*Employer has outstanding substantive proposals (a, f)

16.01 Vacation Year

- a) The vacation year shall commence from and include January 1st and continue to and include December 31st of the same year.
- b) Continuous Active Service: Continuous active service will include periods of any Employer paid absence, ~~pregnancy/parental leave~~ ~~leaves of absence prescribed under the Ontario Employment Standards Act~~, absences in which the employee is in receipt of workplace safety and insurance benefits, or unpaid absences of up to ten (10) consecutive working days. In addition, all other absences will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to full calendar year

12.09 b), (i) Protocols for Testing, Presentation and Interviews

b) Protocol for Interviews

In the event that job interviews are conducted, the following shall apply:

- (i) At least two (2) non-bargaining unit members, ~~one of whom shall be from the Human Resources Department~~, shall be present during all interviews.

*Employer has outstanding substantive proposals (a, i, ii, iv)

14.10 Breaks and Meal Breaks

Meal breaks are taken on the employee's own time. Breaks and meal breaks may not be taken at the beginning or end of a shift to change starting and ending times. Upon mutual agreement, a combination of supper/afternoon break or morning break/lunch may be

scheduled. Note - Breaks and meal breaks shall be determined by the chart below:

WORK (number of continuous hours)	BREAKS (15 minutes, paid)	MEAL BREAK (Non-paid)
-----------------------------------	---------------------------------	--------------------------

Meal breaks are taken on the employee's own time. Breaks and meal breaks may not be taken at the beginning or end of a shift to change starting and ending times. Upon mutual agreement, a combination of supper/afternoon break or morning break/lunch may be scheduled. Note - Breaks and meal breaks shall be determined by the chart below:

WORK (number of continuous hours)	BREAKS (15 minutes, paid)	MEAL BREAK (Non-paid)
Up to and including 3 hours	none	none
More than 3 hours and up to and including 5 hours	1	none
More than 5 hours and less than 7 hours	1	*30 or 60 minutes
7 hours or more, break to be taken in each half of the shift	2	*30 or 60 minutes

* Employees working in those branches located in the area served by the former Wentworth libraries and Locke, Barton and their successors, (i.e. change in branch location) where they may be the sole unionized employee may be required to have a 30-minute lunch.

16.08 Termination After Vacation

An employee who has had vacation and terminates before the end of the year in which the vacation is taken will have the unearned portion of vacation deducted from ~~her termination pay~~ any amounts payable to the employee following their termination of employment.

17.01 b) Employer Recognized Holidays

- b) An employee shall not be paid for any Statutory Holiday if on a ~~Pregnancy Leave~~ leave of absence prescribed under the Ontario Employment Standards Act, layoff or if she has been absent without good cause on her scheduled working day immediately preceding or succeeding such Holiday. Good cause means Bereavement Leave, Jury Duty, Family Responsibility Leave, substantiated Sick Leave, and leave under Articles 18.03 and 18.04.

*CUPE 932 has an outstanding proposal on substantive change, Truth and Reconciliation Day, which the Employer has not agreed to.

18.04 Leaves to Attend Employment Related and Training Seminars Conferences

Time off without loss of regularly scheduled straight time pay may be granted by the Employer to employees, upon application in writing, to attend seminars, workshops, conventions or conferences in connection with their employment in accordance **with relevant Employer policy on this matter, which may be amended from time to time**. The Employer shall have the sole prerogative to determine which employees shall be granted leave, what events shall be attended and the amount of expenses to be granted. Employees selected to attend will be notified as soon as possible in advance of the conference or workshop dates.

22.05 Duties Assigned to Pages and Shelf Readers

22.05 Duties assigned to **Library Pages and Shelf readers**

- a) Having regard to the needs of the organization, the nature of the work to be performed, the manner in which **Library Pages and Shelf Readers** have been traditionally deployed in the System, and the concerns of the bargaining unit employees in respect to job security and protection, it is not the intent of the Employer to exercise its rights to employ **Library Pages and Shelf Readers** so as to undermine or erode the bargaining unit, and, under no circumstances will the use of **Library Pages and Shelf Readers** cause the layoff or reduction of scheduled hours of any full-time or regular part-time employee.
- b) **Library Pages and Shelf Readers** and grant workers shall not plan or conduct story times, class visits and/or school visits. Any involvement in the implementation of children's summer programs, including community outreach, will be under the direction of library staff or the community partner in the case of community partnership programs.

Letter of Understanding: Employees with Equivalencies

~~The parties confirm their agreement that the Human Resources Department has on the file the following equivalencies for academic qualifications: Full and regular part-time employees on file who obtained an equivalence to a Library techniques diploma: Library Technician I - Pam Wagner, Judy Hanson~~

Appendix C

Union agrees to remove all references to frozen sick bank.

Dated this 26 day of May 2025

For the Union



E. O. O'Brien

Margaret Randolph

James Hamilton

R. H. O'Brien

W. Bullard

For the Employer



Karen Mulligan



S. D. O'Brien

A. H. O'Brien

R. J. O'Brien

AGREED TO ITEMS MAY 26, 2025

4.05 Stewards

In addition to the President and Vice-President's ability to act as Steward, the Employer shall recognize **up to sixteen (16)** Stewards for locations. **identified in Appendix-B. The selection of employees as Stewards shall not negatively affect the operations of the Employer.** The Union may substitute a seniority employee in place of a Steward to provide representation when deemed appropriate and necessary by the Union.

The Union understands and agrees that Stewards are employed to perform work for the Employer. They will not leave their work during working hours except to perform their duties under this Collective Agreement. Moreover, a Steward may leave her work to assist an employee provided that:

- (a) She obtains the consent of her Manager/Designate before leaving and reports to her Manager/Designate upon returning to work; and
- (b) She is absent no longer than is reasonably necessary on an issue that must reasonably be dealt with during working hours.

The consent specified above in paragraph (a) shall not be unreasonably withheld or delayed. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

7.09 Definition of Spouse

Spouse is defined as a person with whom the employee has a conjugal relationship of twelve (12) months or more regardless of sexual **orientation identity** and/or gender identity.

This definition shall apply to all articles of this Agreement. It shall determine the definition of all other familial relationships referred to in this agreement, including, but not restricted to the definition of "child" which shall include the employee's spouse's child and the definition of "in- law" which shall include equivalent relationships flowing from conjugal **relationships.**

This definition is intended to ensure that employees in any conjugal relationship, are treated in the same manner, in all respects. **as employees in heterosexual relationships and that such employees and their families are accorded all the rights, privileges and benefits under the Agreement which are accorded to**

~~employees in heterosexual relationships and their families.~~ The employee shall supply any requested information to support the entitlement under this clause. Any ambiguity in any part of this Agreement shall be interpreted within the spirit and intent of this clause.

11.01 Definition of Seniority for Full-time and Part-time Employees

- a) Seniority means the length of service with the Employer in a bargaining unit position calculated from the date upon which the employee last commenced employment with the Employer. ~~The 2006 Seniority List adjusted up to date of Ratification (June 28, 2006) will become list for service~~
- b) Call-in employees shall be calculated on the basis of one (1) hour seniority for each hour worked.

12.11 Exclusion to Consideration for Vacancy

~~An employee who accepts a position~~ as a result of a posted vacancy need not be considered for a further vacancy for a period of six (6) months from the date of their selection unless mutually agreed otherwise ~~with the exception of a promotion which includes part-time to full time regardless of band, temporary to permanent regardless of band and/or classification, and any band promotion.~~

16.04 Scheduling of Vacations

a) Schedule Timelines

Vacation schedules shall be prepared each year by the Employer after consultation with the employees. Such schedules shall be so arranged which in the judgment of the Employer, shall cause the least possible interference with the efficient operation of the Employer's business. In general, vacations shall commence at the beginning of the calendar week (Monday to Sunday).

By October 15th, the Employer shall post a list of all employees, indicating each employee's vacation entitlement. If the part-time employee is within 200 hours of the next vacation entitlement threshold, she shall be deemed to have worked those hours for the purposes of vacation entitlement. ~~The first round of vacation bidding is due Employees must specify their vacation preferences for the~~

~~following calendar year on the list~~ no later than the first Monday in November. Failure to indicate her vacation preference by the first Monday in November results in the employee losing her right to participate in that round of the bidding process outlined in paragraph (b) below. The Employer shall approve vacations by December 15th with the posting of the vacation schedule. **Employees who have forfeited their bidding rights under the first round of bidding will be considered in additional rounds of vacation bidding.**

Employees with six (6) or more days of vacation entitlement not yet scheduled by ~~Labour Day August 1st~~ **September 1st** shall have that time scheduled by the Employer.

18.01 Bereavement Leave

- a) Leave of absence without loss of pay shall be granted to all employees (excluding contract employees) arranging or attending the funeral, burial, cremation, and memorial service and/or for the grieving process as follows:
 - (i) for a member of their immediate families consisting of: spouse, child/step child, or parent/step parent to a maximum of five (5) consecutive working days;
 - (ii) for ward, guardian, foster-parent, parent-in-law, sibling/step sibling, child of sibling/step sibling, grandparent, **or** grandchild, sibling of parent, sibling-in-law, **or** child-in-law to a maximum of three (3) consecutive working days.
- b) Bereavement Protocol
 - (i) Employees must provide satisfactory proof for entitlement to bereavement leave, which shall be determined in the sole discretion of the Employer. The parties recognize that practices regarding proof of death and bereavement vary.
 - (ii) The above leaves may commence no earlier than the date of the death and must be completed within the seven (7) consecutive calendar days inclusive of the date of death. However, the employee may reserve two (2) of the bereavement days for the purpose of attending the ceremony where it falls on a regularly scheduled working day outside of the seven (7) day period.

- (iii) Where the ceremony occurs outside the Province of Ontario or distance exceeding 500 kilometres from the employee's residence, full time employees may be granted two (2) additional days with pay for travelling time.

Part-time employees will only be paid for days they were scheduled to work, whether those days fall within the initial seven (7) consecutive calendar days following and inclusive of the date of death or are among the two (2) bereavement days the employee may reserve for the purpose of attending the ceremony at a later date. Where the ceremony occurs outside the Province of Ontario or distance exceeding 500 kilometres from the employee's residence, part time employees may be granted two (2) additional days for travelling time but will only be paid for those days if scheduled to work on those days

Appendix A – Hamilton Public Library – Rates for CUPE 932

Employer and Union agree to remove redundant job classifications as part of joint housekeeping review post-negotiations.

LOU: ~~Disabled~~ Accommodated Workers

The parties confirm their agreement that the individuals referred to as “accommodated” employees are on file in the Human Resources Department.

Dated this 26 day of May 2025

For the Union



For the Employer



Margaret Mandula

OKefford

Joseph Hamilton

SDiun

Blou

KDolan

Willacl

Paul

AGREED TO ITEMS MAY 27, 2025

12.06 (a) Acceptance of Positions

Successful applicants who have been offered a position for which they have applied are required to respond with a decision to accept or decline the offer within 72 hours of written offer, excluding statutory holidays.

12.09 (a) Protocol for Testing or Presentation

a) Protocol for Testing or Presentation

Where the Employer determines that testing/presentation is required, the following shall apply:

- (i) Applicants shall be given notice of ~~seven (7)~~ ~~five (5)~~ calendar days of the testing/presentation date ~~when a presentation is required during the interview process. When only testing is required only, applicants shall be given notice of three (3) calendar days.~~
- (ii) Applicants shall be apprised of the general nature of the subject matter upon which ~~they will be tested or on which~~ they are to make a presentation ~~seven (7) five (5) calendar days prior to the presentation date. They will be advised of the general nature of the subject matter upon which they will be tested at least three (3) calendar days prior to the testing date.~~
- (iii) Applicants shall be advised in advance what is expected as a passing grade.
- (iv) The Employer will ensure that all applicants ~~taking the being tested~~/making the presentation do so under the same circumstances and conditions.
- (v) The content of the test/presentation must be relevant to the duties of the job.
- (vi) Upon request, the Union will be provided with a list of scores in a manner that does not identify applicants and applicants will be permitted to review their own scores.
- (vii) In the case of a position requiring applicants to undergo physical stamina/endurance/capabilities testing, the applicants shall be required to provide written proof of fitness by a qualified medical practitioner at the Employer's

expense.

- (viii) Test results shall not be the sole determining factor in the selection of the successful applicant.

Short Term Income Protection Plan (STIPP) for FT and PT Employees

Appendix C

Regulations of the Plan

- iv. Where an employee has been absent for ten (10) or more working days, the employee must provide a medical certificate, ~~in the form attached from~~ prescribed by the Employer, the employee's treating physician / physician specialist stating the employee is fit to return to work before the employee will be permitted to resume her duties/responsibilities. The Employer shall pay the full cost of the certificate.

Where an employee is on modified duties and the Employer requires updated medical information in the form prescribed by the Employer, the Employer shall pay for the cost of the completion of the form.

Appendix D

Regulations of the Plan

- iv. Where an employee has been absent for ten (10) or more working days, the employee must provide a medical certificate, ~~in the form attached prescribed by~~ **the Employer**, from the employee's treating physician/ physician specialist stating the employee is fit to return to work before the employee will be permitted to resume her duties /responsibilities. The Employer shall pay the full cost of the certificate.

Where an employee is on modified duties and the Employer requires updated medical information in the form prescribed by the Employer, the Employer shall pay for the cost of the completion of the form.

Dated this 24 day of June 2025

AGREED TO ITEMS MAY 27, 2025

For the Union

2 H O

edmeo

Bowel

Mary Mandula

James Hamilton

For the Employer

K Dolan

h Delle

Karen Milligan

SDiun

Paul Doh

AGREED TO ITEMS JUNE 24, 2025 (as per email from Darren Levere sent on May 27, 2025 at 4:14 p.m. noting missed agreed language from previous days)

7.04 Regular Part Time Employees – (May 20, 2025 - Employer Passback #1) Employer Agreed

A regular part-time employee is an employee hired to fill a posted **permanent** part-time position and is regularly pre-scheduled to work.

7.06 Call In Employee Terms and Conditions (May 20, 2025 – Passback #1) Union agreed

- c) The scheduling restrictions as set out in Article 14 ~~–~~ do not apply to employees on the call- in list, unless specifically indicated.

- d) Rates of Pay for call-in

Cleaner/Clerical/Shipping	Grade A (step 1)
Custodial/Circulation	Grade B (step 1)
Information Clerk	Grade C (step 1)
Bookmobile Driver	Grade D (step 1)
Librarian Assistant	Grade D (step 1)
Librarian Call In	Grade E (step 1)

- e) Call-in staff receive ~~4%~~ vacation pay **consistent with the Ontario Employment Standards Act**, payable each pay period. Their entitlement to paid statutory holidays shall be governed by the *Ontario Employment Standards Act*.
- f) Call-in staff is not entitled to any paid leaves under Article 18 -, overtime under Article 15 -, sick pay, or any of the benefits under the Collective Agreement.

7.07 Contract Positions: Temporary/Grant - (May 20, 2025 - Employer Passback #1) Employer Agreed

Contract Positions: **Temporary/Grant**

10.04 Prohibition on Appointment (May 20, 2025 - Union Passback #1) Union agreed

No person shall be appointed as an arbitrator/member of a board of arbitration who has been involved in any attempt to settle the grievance, or who has acted as a paid agent or **attorney legal counsel or solicitor** for either party.

10.08 Amending Time Limits (May 20, 2025 - Union Passback #1) Union agreed

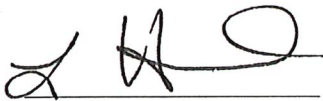
~~The time limits fixed in both the grievance and arbitration procedure may be extended by the consent in writing of the parties to this Collective Agreement.~~

LOU Benefit Continuation for FT Staff on Income Protection – (May 20, 2025 - Employer Passback #1) Employer Agreed

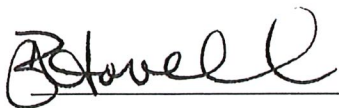
Parties agree to **renew** the LOU: Benefit Continuation for Full-time Staff on Income Protection

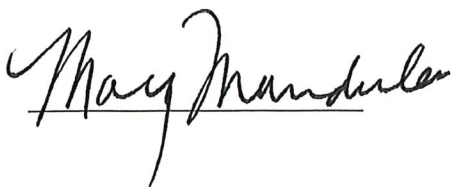
Dated this 24 day of June 2025

For the Union

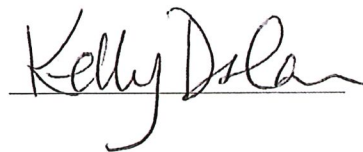


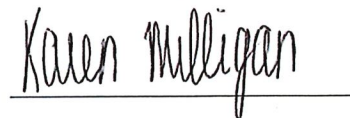


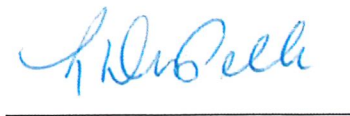


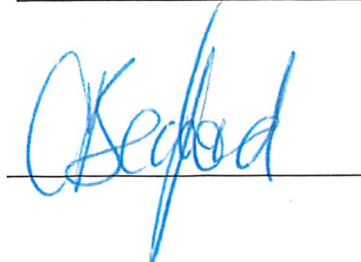


For the Employer









James Hamilton

C. L.

St. John

Paul R.

AGREED TO ITEMS JUNE 24, 2025

5.10 Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must contact her immediate Manager, **Duty Manager, or Sunday Supervisor**, or the individual otherwise specified by the Manager, personally **or** by **phone, email, voice mail, or text message as far in advance as possible and** a minimum of ~~120 minutes~~ **sixty (60)** minutes prior to the start of her shift, giving the reason she is unable to attend work, the date of her expected return, and the details as to where she can be contacted during her absence. If the employee cannot contact her Manager she must advise the Employer as soon as possible with an explanation for the delay that is acceptable to the Employer. If requested, an employee must substantiate the reasons for the absence.

7.06 Call In Employees Terms and Conditions

- i) **Call In Staff who do not complete bi-weekly availability requirement will be considered available for the purposes of accepting call in shifts, subject to 11.09 (g)**

Outstanding Employer Proposal (h)

11.02 Purpose of Seniority

Seniority as defined by (a) and (b) shall apply to the following purposes:

- a) Layoff
- b) Recall
- c) Job promotion
- d) Vacation where specified in Article 16 - .
- e) **Scheduling of Holiday Weekends as set out in article 14.13.**

15.03 Compensation

- b) **Overtime shifts shall be offered to Bookmobile Drivers who shall be paid overtime at the rate of time and one-half. In the event that the overtime shift is not accepted by any**

Bookmobile Driver, the overtime shift shall be scheduled by the Employer on a compulsory basis in which case overtime shall be paid at the rate of two times (2x) the basic rate of pay for all overtime hours worked. Notwithstanding Article 14.01, a Bookmobile Driver may elect to work more than two (2) 1:00 – 9:00 pm shifts per week.

19.02 Sick Pay/Medical Verification

See Appendices C D and D E attached and forming part of this Collective Agreement.

Appendix C – Short Term Income protection Plan: Full-time Employees

Limitations to benefits payable

1. No benefits will be payable during a period of pregnancy leave of absence to which a full-time employee is entitled under the *Employment Standards Act*, or during any such longer period of pregnancy leave for which the full-time employee has applied and been approved by the Employer.
2. Short-term disability payments will be offset by any disability benefits payable to the full-time employee from the Canada Pension Plan.
3. The Employer will continue to pay group benefits costs for full-time employees including Dental, Extended Health Care, Vision, Life Insurance for a period not longer than thirty (30) consecutive months. Where required, payroll deductions for benefits and/or pension purposes will continue to be made from disability pay.

Regulations of the Plan

1. Explanation of Absence

- (i) An employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to her Manager, as per Article 5.10.
- (ii) The Manager shall report such illness/non-occupational injury on the ~~Daily Absence Status Report~~ Employer's Absence Form as provided by Human Resources on the same day that she receives notice of an employee's illness/non-occupational injury.
- (iii) An employee who is off for four (4) or more working days shall provide and pay for a medical note substantiating the employee's absence due to illness or injury and inability to perform their normal duties for each period of absence and at regular

AGREED TO ITEMS JUNE 24, 2025

intervals (e.g. every three weeks) where the medical note does not specify a return-to-work date. Notwithstanding the foregoing, the Employer can request progress updates from the medical practitioner.

- iv) Where an employee has been absent for ten (10) or more working days, the employee must provide a medical certificate completed by the employee's treating medical practitioner stating the employee is fit to return to work before the employee will be permitted to resume their duties/responsibilities and/or modified duties. The Employer shall pay the full cost of the medical certificate. The medical certificate form shall be provided by Human Resources.

The Employer shall pay the cost of any required updated medical certificate in respect of an employee who is on modified duties.

- v) If an employee requires accommodation, the employee shall participate in a return to work program in consultation with the employee's physician/physician specialist, the employee, a representative of the Union, and the Employer, **consistent with their obligations under the Ontario Human Rights Code**

2. Payment

- (i) If an employee is absent for a period of less than ~~five~~ **four** days and the Employer requires a medical note, the Employer will pay the cost of the medical note except in the circumstances outlined in paragraphs 3(ii)(iii) below.
- ii) If the Employer requires additional medical verification, e.g. specialist's report, and if no insurance coverage is available to pay the cost, the Employer will pay the cost.
- iii) No sick pay will be payable during a period of **pregnancy** leave or if an employee is in receipt of any form of sick pay or indemnity from any other Employer for the same day.

3. Non-compliance with the STD Plan

- (i) The employee should be aware that failure to comply with the requirements set out above may result in the withholding of any sick pay benefit and the employee being considered as absent without leave and subject to appropriate disciplinary action depending upon the circumstances.
- (ii) Where the Manager or Human Resources Department has reason to believe that the absence of the employee was not due to illness/non-occupational injury, the Director or

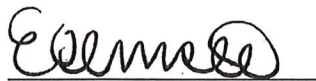
Human Resources may require medical verification for any absence, regardless of length at the employee's expense.

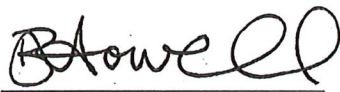
(iii) The Employer may also disallow sick pay where an employee demonstrates any type of pattern of absences of which Human Resources have previously given the employee notice, and may require medical verification at the employee's expense.

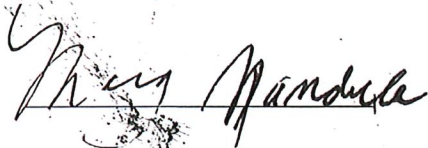
Dated this ____ day of June 2025

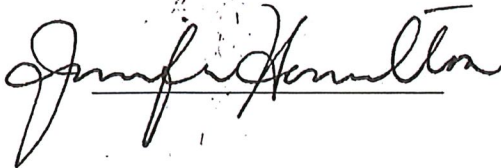
For the Union



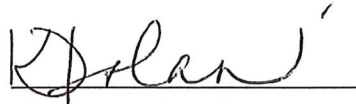


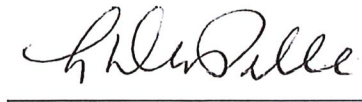


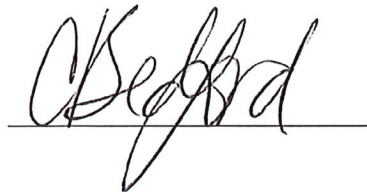


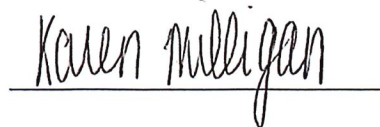


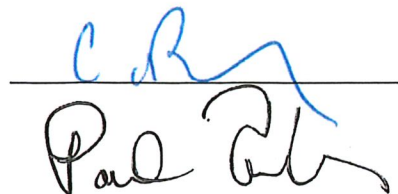
For the Employer











AGREED TO ITEMS JUNE 24, 2025

Sam

AGREED TO ITEMS JUNE 24, 2025

AGREED TO ITEMS JULY 9, 2025

Appendix D - Short Term Income protection Plan: Eligible Part-time Employees

The following Plan is designed to provide the eligible part-time employees with some income protection if she cannot perform her normal duties due to illness or non-occupational injury. This Plan ~~replaces the existing Cumulative Sick Leave Allowances Program and~~ is not intended to duplicate or replace any Worker's Safety Insurance Board Benefits.

An eligible part-time employee will be paid as identified herein, while she is disabled until the earlier of:

- a) The employee returns to work; or
- b) The employee retires, either at the normal retirement age or opts to retire early; or
- c) The employee exhausts her entitlements under ~~either of the plans~~; or
- d) The employee dies.

DEFINITIONS

<u>Employee</u>	For the purposes of this Plan, an employee is one who is part-time, described under 14.04 (a)(i) and covered by a contractual union agreement which includes the Income Protection Plan and who has completed her probationary period.
<u>Employee-New</u>	A new employee is one who is part-time and has not completed her probationary period.
<u>Short Term Disability</u>	Part-time employees (14.04 (a)(i) defines part-time) are eligible for payment as identified in the Part-time schedule, provided the period of disability resulting from illness or non-occupational injury is determined "The employee's treating physician/physician specialist" which prevents the employee
<u>Pay</u>	For purposes of this Plan, sick hours are based upon normal hourly rates, for regularly scheduled shifts and shall not include any shift premium, overtime, or other increments.

COMMENCEMENT OF INCOME PROTECTION PLAN

A new employee shall commence coverage under the Plan on the first working day following completion of her probationary period, and

An employee, who is not present at work on becoming eligible, will commence coverage following her return to work. For clarification, not present at work refers to absences such as any leave of absence without pay including, an unpaid sick leave of absence, or is on layoff.

SERVICE

Service for eligible part-time employees, for the purpose of the Plan, shall mean completed hours as at the January 1st of each calendar year.

Unused sick hours will be carried forward from the previous year into the next to a maximum of 100 hours.

SHORT TERM INCOME PROTECTION PLAN

Entitlements

Short term coverage will be paid in accordance with the following schedule:

Service:	100% of Pay
From the date of eligibility to December 31 st	7 Hours
1 st full year of service as at January 1 st (1820)	Up to 10 Hours
2 nd full year of service as at January 1 st (3620)	Up to 14 Hours
3 rd full year of service as at January 1 st (5460)	Up to 24 Hours
4 th full year of service as at January 1 st (7280)	Up to 30 Hours
5 th full year of service as at January 1 st (9100)	Up to 50 Hours

1. Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness and/or non-occupational injury will constitute an occasion:
 - a. from the first day of absence for the first four occasions of absence in a calendar year, and

- b. from the second day of the fifth absence in the calendar year, and
 - c. from the third day of the sixth absence in the calendar year, and
 - d. from the fourth day of the seventh and subsequent absences in a calendar year.
- 2. Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of one (1) month.
 - 3. A disability due to a different cause will be considered a new period after a return to active employment for one (1) month.

Limitations to benefits payable

- 1. No benefits will be payable during a period of **pregnancy** leave of absence to which a part-time employee is entitled under the *Employment Standards Act*, or during any such longer period of **pregnancy** leave for which the **full-part-time** employee has applied and been approved by the Employer.

Regulations of the Plan

1. Explanation of Absence

- (i) An employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to her Manager, as per Article 5.10.
- (ii) The Manager shall report such illness/**non-occupational** injury on the **Daily Absence Status Report Employer's Absence Form as provided by Human Resources** on the same day that she receives notice of an employee's illness/non-occupational injury.
- (iii) An employee who is off four (4) or more consecutive scheduled shifts shall provide and pay for a medical **certificate note stating that the employee had been absent due to illness or injury and unable to perform her normal duties for each period of**

~~absence and at regular intervals (e.g. every three weeks) where the certificate does not state a specific return to work date. Notwithstanding the foregoing, the Employer can request progress updates from the attending physician, substantiating the employee's absence due to illness or injury and inability to perform their normal duties for each period of absence and at regular intervals (e.g. every three weeks) where the medical note does not specify a return-to-work date. Notwithstanding the foregoing, the Employer can request progress updates from the medical practitioner.~~

- (iv) Where an employee has been absent for ten (10) or more working days, the employee must provide a medical certificate, ~~in the form attached prescribed by the Employer, the employee's treating physician/ physician specialist stating the employee is fit to return to work before the employee will be permitted to resume her duties /responsibilities. The Employer shall pay the full cost of the certificate.~~ completed by the employee's treating medical practitioner stating the employee is fit to return to work before the employee will be permitted to resume their duties/responsibilities and/or modified duties. The Employer shall pay the full cost of the medical certificate. The medical certificate form shall be provided by Human Resources.

~~Where an employee is on modified duties and the Employer requires updated medical information in the form prescribed by the Employer, the Employer shall pay for the cost of the completion of the form.~~

The Employer shall pay the cost of any required updated medical certificate in respect of an employee who is on modified duties.

- (v) If an employee requires accommodation, the employee shall participate in a return to work program in consultation with the employee's physician/physician specialist, the employee, a representative of the Union, and the Employer ~~consistent with their obligations under the Ontario Human Rights Code.~~

2. Payment

- (i) ~~If an employee is absent for a period of less than five calendar days and the Employer requires a medical certificate, the Employer will pay the costs of the report except for paragraphs 3 (ii) (iii) below.~~ If an employee is absent for a period of less than four (4) ~~consecutive scheduled shifts days~~ and the Employer requires a medical note, the Employer will pay the cost of the medical note except in the circumstances outlined in paragraphs 3(ii)(iii) below.

- (ii) If the Employer requires additional medical verification, e.g. specialist's report, and if no insurance coverage is available to pay the cost, the Employer will pay the cost.
- (iii) No sick pay will be payable during a period of pregnancy leave or if an employee is in receipt of any form of sick pay or indemnity from any other Employer for the same day.

3. Non-compliance with the STD Plan

- (i) The employee should be aware that failure to comply with the requirements set out above may result in the withholding of any sick pay benefit and the employee being considered as absent without leave and subject to appropriate disciplinary action depending upon the circumstances.
- (ii) Where the Manager or Human Resources Department has reason to believe that the absence of the employee was not due to illness/non-occupational injury, the Manager or Human Resources may require medical verification for any absence, regardless of length at the employee's expense.
- (iii) The Employer may also disallow sick pay where an employee demonstrates any type of pattern absences of which Human Resources have previously given the employee notice, and may require medical verification at the employee's expense.

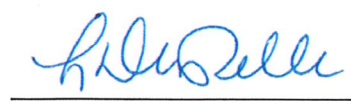
NOTE: Union has outstanding proposal related to Short Term Income Protection Plan Entitlements.

Dated this 9 day of July 2025

For the Union



For the Employer



AGREED TO ITEMS JULY 9, 2025

AGREED TO ITEMS July 10, 2025

Include **Infrastructure Administrator** in the list of excluded positions in article 3.01.

Revised language for 7.10 to take effect on January 1, 2028:

7.10 Except as otherwise prescribed, Working Days refers to all calendar days with the exclusion of statutory holidays. (Note: was moved from 9.11)

7.06 h)new

Call-in staff are required to provide biweekly availability. In addition, call-in staff are required to provide a minimum availability of two Saturday shifts per month. Call-in employees must be available and able to work one (1) Sunday per calendar month plus four (4) additional Sundays in a calendar year as determined by the Employer.

Changes to Sunday scheduling to take effect on **January 1, 2028** as follows:

14.05 Sunday Work Requirements

a) Employees may be scheduled to work on Sundays in accordance with this article as part of their regular schedule.

~~Qualified employees as defined by the Sunday Scheduling Guidelines which may be amended from time to time shall work no more than five Sundays in a twelve nine-month calendar period.~~

b) All full-time and part-time employees may be scheduled up to and including five (5) Sunday shifts in a calendar year paid at a straight time hourly rate. Beyond five (5) scheduled Sunday shifts, part-time employees shall be paid at a rate of time and **one**-half for all hours worked and full-time employees shall take lieu time during or immediately after the week in which the Sunday is worked. Where an employee volunteers to work Sundays, they shall be compensated at straight time for the hours worked.

Delete article 14.07 because it is covered above in article 14.05 above. (Note: there may be housekeeping issues related to article numbering.)

22.09 Job Share: Remove from CA. [Note: the rest of article 22 will need to be renumbered as part of housekeeping exercise.]

Amend 15.04a) as follows:

For additional hours of work in respect of **shifts that become available within the next 48 hours or more**, the Employer will offer the available work in the order set out below. However, the Employer may choose to bypass a category of employee ~~(i, ii, iii, v)~~ where the additional hours would result in overtime payments. The onus is on the employee to make the manager aware that they are in an overtime situation should they accept the additional hours.

[the rest of the article remains as is]

Benefit Improvements to be prorated for 2025:

massage \$30 to \$40/visit

physio \$1000 to \$1500

hearing aids \$300 to \$350

16.02 Entitlement

c. Part-Time Employees

Regular part-time employees shall be granted paid time off. Their vacation entitlement shall be based upon their regularly scheduled hours (exclusive of overtime and any additional hours) in their last period of continuous, active service as follows:

- Up to 1820 hours – 2 weeks
- Greater than 1820 hours and less than 6240 hours – 3 weeks
- Greater than 6240 hours and less 9100 hours – 4 weeks
- Greater than 9100 – 5 weeks

First Year of Employment: Employees commencing employment on or after Labour Day will receive a pro-rated payment of vacation, and will not be entitled to any time off. Employees commencing employment prior to Labour Day will be entitled to a pro-rated paid vacation.

NOTE: Vacation increases for 2025 will be prorated from July 1, 2025.

NOTE: Everything else remains status quo in the Article

19.05 Preventive Medicine Full-time employees will be allowed personal leave without loss of pay or sick leave credits for regular check-ups **and treatments**:

a) By a doctor, **nurse practitioner, medical specialist**, dentist, chiropractor or optometrist not to exceed twelve (12) hours per year.

b) During the term of a pregnancy, the employee shall be allowed up to fourteen (14) hours in addition to those specified above, for prenatal preventive medical care.

c) Upon request of the Employer, employees may be required to show proof of the above care.

Part-time employees (Category 14.04 a)(i) Part-time Employees) will be allowed personal leave without loss of pay or sick leave credits for regular check-ups **and treatments**:

January 1, 2025

- a) By a doctor, **nurse practitioner, medical specialist, prenatal preventive medical care**, dentist, chiropractor or optometrist not to exceed **six (6)** hours per year.
- b) Upon request of the Employer, employees may be required to show proof of the above care.

January 1, 2026

- a) By a doctor, **nurse practitioner, medical specialist, prenatal preventive medical care**, dentist, chiropractor or optometrist not to exceed seven **(7)** hours per year.
- b) Upon request of the Employer, employees may be required to show proof of the above care.

18.13 Domestic or Sexual Violence Leave

Employees are entitled to Domestic **and or** Sexual Violence leave in accordance with the Employment Standards Act, 2000. The Employer reserves the right to request medical or other documentation to support the request for leave under this Article.

Appendix D: Short Term Income Protection Plan: Eligible Part-time Employees

Entitlements

Short term coverage will be paid in accordance with the following schedules:

January 1, 2025

Service:	100% of Pay
From the date of eligibility to December 31 st	8 Hours
1 st full year of service as at January 1 st (1820 hours)	Up to 11 Hours
2 nd full year of service as at January 1 st (3620 hours)	Up to 15 Hours

3 rd full year of service as at January 1 st (5460 hours)	Up to 25 Hours
4 th full year of service as at January 1 st (7280 hours)	Up to 31 Hours
5 th full year of service as at January 1 st (9100 hours)	Up to 51 Hours

January 1, 2026

Service:	100% of Pay
From the date of eligibility to December 31 st	9 Hours
1 st full year of service as at January 1 st (1820 hours)	Up to 12 Hours
2 nd full year of service as at January 1 st (3620 hours)	Up to 16 Hours
3 rd full year of service as at January 1 st (5460 hours)	Up to 26 Hours
4 th full year of service as at January 1 st (7280 hours)	Up to 32 Hours
5 th full year of service as at January 1 st (9100 hours)	Up to 52 Hours

January 1, 2027

Service:	100% of Pay
From the date of eligibility to December 31 st	10 Hours
1 st full year of service as at January 1 st (1820 hours)	Up to 13 Hours
2 nd full year of service as at January 1 st (3620 hours)	Up to 17 Hours
3 rd full year of service as at January 1 st (5460 hours)	Up to 27 Hours
4 th full year of service as at January 1 st (7280 hours)	Up to 33 Hours
5 th full year of service as at January 1 st (9100 hours)	Up to 53 Hours

January 1, 2028

Service:	100% of Pay
From the date of eligibility to December 31 st	11 Hours
1 st full year of service as at January 1 st (1820 hours)	Up to 14 Hours
2 nd full year of service as at January 1 st (3620 hours)	Up to 18 Hours

3 rd full year of service as at January 1 st (5460 hours)	Up to 28 Hours
4 th full year of service as at January 1 st (7280 hours)	Up to 34 Hours
5 th full year of service as at January 1 st (9100 hours)	Up to 54 Hours

20.01c)

Remove * paragraph at bottom of page 44 of current CA and replace with the following:

*For the remainder of the term of this renewed Collective Agreement, the quantum of benefit coverage in respect of vision care, massage, physiotherapy, and hearing aids only will be adjusted to match any improvements to the quantum of those benefits subsequently negotiated by the City of Hamilton and CUPE Local 5167.

WAGE SETTLEMENT

2025: **3 %**

2026: **3 %**

Note: the language below is NOT newly negotiated language as it has been in previous Collective Agreements between the parties.

For the remainder of the years under this Collective Agreement, the wage adjustments shall match those negotiated by the City with CUPE 5167.

Red Circling of employees whose current rate of pay is greater than the job rate as a result of job evaluation, will remain in effect until the wage rate for the position is equivalent to or greater than their current rate of pay, which ever first occurs. These employees shall not be eligible for any wage settlements/increases until such time that the job rate is equivalent to or greater than their current rate of pay, whichever first occurs.

The above adjustments are inclusive of any and all pay equity adjustments. Moreover, the parties agree that these adjustments satisfy maintenance obligations and any and all present or future claims under the *Pay Equity Act*, internal equity and/or all letters of understanding pertaining to pay equity and internal equity for the duration of this Collective Agreement. Notwithstanding the foregoing, in the event that a City of Hamilton male comparator job rate is changed, this could give rise to a pay equity claim and/or may necessitate a review of the male comparator position to be used for the purposes of pay equity.

Expiry Date: December 31, 2028

Dated this 10th day of July, 2025

For the Union

AHO

Mullard

Bowl

Margaret Mandula

James Hamilton

C. M.

For the Employer

Karen Milligan

O Bedford

K Dolan

Robbelle

SDi