

RATIFICATION 2025

Friday, July 25

6:30 PM

United Steelworkers Hall



Agenda

- Land Acknowledgement
- CUPE Equality Statement
- Meeting Guidelines
- Negotiations Committee
- President's Remarks
- Tentative Agreement Details
- Q & A
- Vote

Land Acknowledgement

We will begin this Ratification Meeting by acknowledging that we are meeting on aboriginal land that has been inhabited by Indigenous peoples from the beginning.

As settlers, we're grateful for the opportunity to meet here and we thank all the generations of people who have taken care of this land - for thousands of years.

Long before today, as we gather here, there have been aboriginal peoples who have been the stewards of this place. In particular, we acknowledge the traditional territory of the Haudenasaunee and Anishnaabeg. This territory is covered by the Upper Canada Treaties and directly adjacent to Haldiman Treaty territory.

We recognize and deeply appreciate their historic connection to this place. We also recognize the contributions of Métis, Inuit, and other Indigenous peoples have made, both in shaping and strengthening this community in particular, and our province and country as a whole.

As settlers, this recognition of the contributions and historic importance of Indigenous peoples must also be clearly and overtly connected to our collective commitment to make the promise and the challenge of Truth and Reconciliation real in our communities, and in particular to bring justice for murdered and missing indigenous women and girls across our country.



CUPE Equality Statement

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all persons deserve dignity, equality and respect.



Meeting Guidelines

- The Committee will be going through the various items in the tentative deal.
- There will be a Q & A at the end. Please hold your questions until then.
- The ratification vote will be held as soon as the Q & A is done.

Negotiations Commitee

- Mandy Bullard
- Jennie Hamilton
- Bridie Howell
- Lisa Hunt
- Marg Mandula
- Erin Olmsted
- Darren Levere – CUPE Rep

President's Remarks



Tentative Agreement Details

Housekeeping	12.06	18.01
LOUs and Appendices	12.09	18.13
3.01	12.11	19.05
4.05	14.05	20.01
5.10	7.10	Appendix C
7.04	14.10	Appendix D
7.06	15.03	Wage
7.07	15.04	
7.09	16.02	
11.02	16.04	

Housekeeping

These are changes to the CA that do not change the meaning or application of the language.

Examples:

- Typographical errors
- Updating of terminologies
- Removal of outdated or discontinued practices

Housekeeping

- Gender Neutral Language
- Removal of any references to Frozen Sick Banks
 - 18.10 a)(i), 19.06, Appendix C #1 and #3
 - LOU: Discontinued Program of Sick Leave Credits
- Appendix A – Removal of any non-existent Job Classifications
- Any reordering or renumbering of Articles and Appendices

Housekeeping

Note: There are articles that had some housekeeping but also had significant changes. The significant changes will be discussed later.

5.03 - Policies and Procedures

5.07 - Library Board Minutes

7.01 - Librarian

7.06 d - Call In Employee Terms and Conditions

7.07 e – Contract Positions

9.01 – Union Stewards & Grievance Committee

9.10 d – Mediation



Housekeeping

10.04 – Prohibition on Appointment

10.08 – Amending Time Limits

11.01 – Definition of Seniority for Full-Time and Part-Time Employees

11.09 – Termination/Loss of Seniority

16.01 – Vacation Year

16.08 – Termination After Vacation

17.01 – Employer Recognized Holidays

18.04 – Leaves to Attend Employment-Related Seminars and Workshops

19.02 – Sick Pay/Medical Verification

22.09 – Job Share - removed

Appendix C

Appendix D



Letters of Understanding and Appendices

LOUs to be renewed:

Accommodated Workers (formerly Disabled Workers)

Benefit Continuation for Full-time Staff on Income Protection

Retiree Benefits

Retirement Protocol

Volunteers

Working Alone

LOUs to be discontinued:

Employees with Equivalencies

Discontinued Program of Sick Leave Credits



Letters of Understanding and Appendices

Appendix A: Hamilton Public Library – Rates for CUPE 932 – to be updated for job classification and wage rates

Appendix B: List of Stewards – to be deleted

Appendix C and D – to be included

Note: Numbering and ordering will be adjusted as necessary.



3.01 Sole Agent

The Union is the sole collective bargaining agent for all employees of the Employer save and except Coordinators (Technical Services and Extension Services), Managers, persons above the rank of Manager, contract employees defined under Article 7 - , employees employed in the Human Resources Department, confidential secretaries, security guards, shelf readers, pages, casual part-time helpers and students employed during the school vacation period.



3.01 Sole Agent

The Union is the sole collective bargaining agent for all employees of the Employer save and except Coordinators (Technical Services and Extension Services), Managers, persons above the rank of Manager, contract employees defined under Article 7 - , employees employed in the Human Resources Department, confidential secretaries, security guards, shelf readers, pages, casual part-time helpers and students employed during the school vacation period.

UPDATE:

- Infrastructure Administrators will be in the exception list under this Article.
- There are 2 positions under this role.
- Has been filled with contractors since the pandemic.



4.05 Stewards

In addition to the President and Vice-President's ability to act as Steward, the Employer shall recognize Stewards for locations identified in Appendix B. The Union may substitute a seniority employee in place of a Steward to provide representation when deemed appropriate and necessary by the Union.



4.05 Stewards

In addition to the President and Vice-President's ability to act as Steward, the Employer shall recognize Stewards for locations identified in Appendix B. The Union may substitute a seniority employee in place of a Steward to provide representation when deemed appropriate and necessary by the Union.

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.

5.10 Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must contact her immediate Manager or the individual otherwise specified by the Manager, personally or by voice mail, as far in advance as possible of her scheduled starting time and on a Sunday, the Duty Librarian a minimum of thirty (30) 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.

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 ~~of her scheduled starting time and on a Sunday, the Duty Librarian and~~ a minimum of ~~thirty (30)~~ **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.

7.04 Regular Part Time Employees

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

7.04 Regular Part Time Employees

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

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

e) Call-in staff receives 4% vacation pay, payable each pay period. Their entitlement to paid statutory holidays shall be governed by the Ontario Employment Standards Act.



7.06 Call In Employee Terms and Conditions

e) Call-in staff receives 4% vacation pay, payable each pay period. Their entitlement to paid statutory holidays shall be governed by the Ontario Employment Standards Act.

e) Call-in staff receives **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.



7.06 Call In Employee Terms and Conditions

NEW LANGUAGE

h) 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.



7.06 Call In Employee Terms and Conditions

NEW LANGUAGE

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)

7.07 Contract Positions: Temporary/Grant

7.07 Contract Positions: ~~Temporary/Grant~~

This article pertains to positions that were the result of a grant. Removing “Temporary/Grant” in the article title eliminates the confusion of it applying to temporary positions created because of internal staff movement like parental or ESA leaves.

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 whether it is a marital, common law, heterosexual or lesbian/gay relationship.

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 common-law or lesbian/gay spousal relationships.

This definition is intended to ensure that employees in lesbian/gay marital relationships are treated in the same manner, in all respects, as employees in heterosexual marital 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. Accordingly, any ambiguity in any part of this Agreement shall be interpreted within the spirit of this objective and so as to accomplish this end.

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 ~~whether it is a marital, common law, heterosexual or lesbian/gay relationship.~~ **regardless of sexual orientation 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 common law or lesbian/gay spousal relationships~~ **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 marital 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. ~~Accordingly,~~ any ambiguity in any part of this Agreement shall be interpreted within the spirit ~~of this objective and so as to accomplish this end~~ and intent of this clause.

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 -

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**

12.06 Notification

NEW LANGUAGE

a) Acceptance of Positions

Successional 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 Protocols for Testing, Presentation and Interviews

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) calendar days of the testing/presentation date.
- (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) calendar days prior to the testing/presentation date.

12.09 Protocols for Testing, Presentation and Interviews

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) calendar days of the ~~testing~~/presentation date **when a presentation is required during the interview process. When only testing is required, 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) calendar days prior to the ~~testing~~/presentation date. **They will be advised of the general nature of the subject matter upon which they will be tested at least three (3) days prior to the testing date.**

12.09 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

12.09 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

12.11 Exclusion to Consideration for Vacancy

An Employee selected 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 her selection unless mutually agreed otherwise with the exception of a lateral move to full-time or a promotion (full-time or part-time).

12.11 Exclusion to Consideration for Vacancy

~~An Employee selected~~ **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 her selection unless mutually agreed otherwise with the exception of ~~a lateral move to full-time or a promotion (full-time or part-time)~~ **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.**

14.05 Sunday Work Requirements – Full-Time and Part-Time

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 nine-month calendar period.

Call-in employees must be available and able to work one Sunday per calendar month plus four additional Sundays in a nine-month calendar period as determined by the Employer.



14.05 Sunday Work Requirements – Full-Time and Part-Time

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

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.

Note: Changes to Sunday scheduling to take effect on January 1, 2028



7.10 Days/Working Days

Except as otherwise prescribed, Working Days refers to all calendar days with the exclusion of statutory holidays.

Note:

- ***Moved from 9.11***
- ***Revised language to take effect on January 1, 2028***

14.10 Breaks and Meal Breaks

*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) may be required to have a 30-minute lunch.

14.10 Breaks and Meal Breaks

*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)~~ may be required to have a 30-minute lunch.

15.03 Compensation

b) Bookmobile Drivers

Overtime related to a Bookmobile Driver's regular schedule is compulsory, and for a Bookmobile Driver only in those situations shall be paid overtime at the rate of two times (2 x) the basic rate of pay for all overtime hours worked. Overtime not related to a Bookmobile Driver's regular schedule is voluntary, and shall be paid at the rate of time and one-half (1½). Notwithstanding, Article 14.01, a Bookmobile Driver may elect to work more than two (2) 1:00 – 9:00 pm shifts per week.



15.03 Compensation

b) Bookmobile Drivers

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.



15.04 Additional Hours of Work

a) For additional hours of work, 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, vi) 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.

15.04 Additional Hours of Work

a) 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, vi)~~ 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.

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 9,100 hours – 3 weeks
- Greater than 9,100 hours – 4 weeks

The vacation time is equivalent to the normal number of hours worked per week.

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.

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 ~~9,100~~ **6240** hours – 3 weeks
- **Greater than 6240 hours and less 9100 hours – 4 weeks**
- Greater than 9,100 hours – ~~4 weeks~~ **5 weeks**

The vacation time is equivalent to the normal number of hours worked per week.

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



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. 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 the bidding process outlined in paragraph (b) below. The Employer shall approve vacations by December 15th with the posting of the vacation schedule.

Employees with six (6) or more days vacation entitlement not yet scheduled time by October 1st shall have that time scheduled by the Employer.

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 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, sister/step sister, brother/step brother, niece, nephew, grandparent or grandchild, aunt, uncle, sister-in-law, brother-in-law, daughter-in-law or son-in-law to a maximum of three (3) consecutive working days.

(iii) Up to two (2) days of the foregoing days may be used for the attendance at a funeral, cremation, memorial, or burial that takes place at a later date, provided satisfactory proof is given to the Employer in advance. Part-time employees will only be paid for days on which they were scheduled to work.

Where the funeral, burial, cremation, memorial service occurs outside the Province of Ontario, two (2) additional days with pay may be granted for travelling time.

18.01 Bereavement Leave

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) An employee will only take the entitlement required to arrange and/or attend the funeral, burial, cremation, and memorial service. The maximum eligibility is set out in subparagraphs 18.01 a) (i) and (ii) is limited specifically to scheduled shifts that are consecutive.
- (iii) Leave under article 18.01 a) (i) shall be granted provided the leave falls within the five (5) consecutive work days before and/or the five (5) consecutive work day period following the funeral, burial, cremation or memorial service and is inclusive of the day of the funeral, burial, cremation or memorial service as set out in article 18.01 a) (i). (For example, if the funeral is on a Wednesday, the leave would be up to a total of five (5) consecutive work days which would include the Wednesday and could commence either before the Wednesday or on the Wednesday, for a maximum of five (5) consecutive days.)
- (iv) The leave for article 18.01 a) (ii) shall be granted provided the leave falls within the three (3) consecutive work days before and the three (3) consecutive work day period following the funeral, burial, cremation or memorial service and is inclusive of the day of the funeral, burial, cremation or memorial service as set out in article 18.01 a) (ii).
- (v) Part-time employees will only be paid for days on which they were scheduled to work which fall within either the five (5) day or three (3) day leave as per paragraphs (iii) and (iv) above.

18.01 Bereavement Leave

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.

18.01 Bereavement Leave

(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

18.13 Domestic or Sexual Violence Leave

NEW LANGUAGE

Employees are entitled to Domestic 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

19.05 Preventive Medicine

Full-time employees will be allowed personal leave without loss of pay or sick leave credits for regular check-ups:

- a) By a doctor, 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:

- a) By a doctor, dentist, chiropractor or optometrist not to exceed four (4) hours per year.
- b) Upon request of the Employer, employees may be required to show proof of the above care.



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:**

- a) By a doctor, **nurse practitioner, medical specialist**, dentist, chiropractor or optometrist not to exceed **six (6) hours per year. (January 1, 2025)**
- b) By a doctor, **nurse practitioner, medical specialist**, dentist, chiropractor or optometrist not to exceed **seven (7) hours per year. (January 1, 2026)**
- c) Upon request of the Employer, employees may be required to show proof of the above care.



20.01 Benefits and Employer Contribution (Full-Time)

Under c)

*For the remainder of the term of this renewed Collective Agreement, the benefits in Chiropractic, Vision Care and Rider 3 (orthodontics) only will be adjusted to match any improvements to benefits subsequently negotiated by the City of Hamilton and CUPE 5167.



20.01 Benefits and Employer Contribution (Full-Time)

Under c)

~~*For the remainder of the term of this renewed Collective Agreement, the benefits in Chiropractic, Vision Care and Rider 3 (orthodontics) only will be adjusted to match any improvements to benefits subsequently negotiated by the City of Hamilton and CUPE 5167.~~

***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 improvement to the quantum of those benefits subsequently negotiated by the City of Hamilton and CUPE Local 5167**



20.01 Benefits and Employer Contribution (Full-Time)

Massage – from \$30 to \$40/visit

Physio - \$1000 to \$1500

Hearing Aids - \$300 to \$350

Vision should have matched the CUPE 5167 when their CA was ratified. Vision is now \$450.



Appendix C: Short Term Income Protection Plan: Full-time Employees

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/occupational injury on the *Daily Absence Status Report* 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 working days shall provide and pay for a medical certificate 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.

(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 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.

(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.



Appendix C: Short Term Income Protection Plan: Full-time Employees

Regulations of the Plan

2. Payment

- (i) If an employee is absent for a period of less than five days and the Employer requires a medical certificate, the Employer will pay the costs of the report except for 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.

Appendix C: Short Term Income Protection Plan: Full-time Employees

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 as provided by Human Resources~~ **Employer's Absence Form** 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 working days 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.

Appendix C: Short Term Income Protection Plan: Full-time Employees

Regulations of the Plan

1. Explanation of Absence

(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 the employee's treating ~~physician / physician specialist~~ **medical practitioner** 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.

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.**



Appendix C: Short Term Income Protection Plan: Full-time Employees

Regulations of the Plan

2. Payment

- (i) If an employee is absent for a period of less than ~~five~~ **four** days and the Employer requires a medical certificate, the Employer will pay the costs of the report except for 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.

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

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/occupational injury on the Daily Absence Status Report 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 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.

(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 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.

(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.



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

Regulations of the Plan

2. Payment

- (i) If an employee is absent for a period of less than five days and the Employer requires a medical **certificate note**, the Employer will pay the costs of the report except for 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 costs.
- (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.

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

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 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 **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 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.**
- (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.



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

Regulations of the Plan

2. Payment

- (i) ~~If an employee is absent for a period of less than five 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** 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 costs.
- (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.

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

Entitlements

Service	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027	Jan 1, 2028
From the date of eligibility to December 31st	8 hours	9 hours	10 hours	11 hours
1 st full year of service as at January 1 st (1820 hours)	Up to 11 hours	Up to 12 hours	Up to 13 hours	Up to 14 hours
2 nd full year of service as at January 1 st (3620 hours)	Up to 15 hours	Up to 16 hours	Up to 17 hours	Up to 18 hours
3 rd full year of service at January 1 st (5460 hours)	Up to 25 hours	Up to 26 hours	Up to 27 hours	Up to 28 hours
4 th full year of service as at January 1 st (7280 hours)	Up to 31 hours	Up to 32 hours	Up to 33 hours	Up to 34 hours
5 th full year of service as at January 1 st (9100 hours)	Up to 51 hours	Up to 52 hours	Up to 53 hours	Up to 54 hours



Wage Settlement

2025 – 3%

2026 – 3%

Expiry Date: December 31, 2028

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



Q & A

TILE THE DOORS



VOTE



113 votes

75 yes

37 no

1 spoiled