

## Ratification Agreed to items for Local 5167

### Original:

#### 2.6 ORIENTATION

The Employer agrees to provide each new Employee who is hired for a position within Schedule "A" of the Collective Agreement an information kit that is to be supplied to the Employer by the Union. Further, the Union is to be provided an opportunity to meet with each new Employee during their probationary period with the City. This meeting shall be during the new Employee's paid working hours and may occur during the Employer's New Employee Orientation session.

On the occasions that the Union-Employee meeting is held during the New Employee Orientation session, the Employer agrees to work with the Union to facilitate a suitable time of no less than one (1) hour to meet with new Employees. It is understood that this time slot may change from session to session depending upon the composition of the participants.

### Agreed to in A5:

#### 2.6 ORIENTATION

The Employer agrees to provide each new Employee who is hired for a position within Schedule "A" of the Collective Agreement an information kit that is to be supplied to the Employer by the Union. Further, the Union is to be provided an opportunity to meet with each new Employee during their probationary period with the City. This meeting shall be during the new Employee's paid working hours and may occur **virtually or in person. during the Employer's New Employee Orientation session.**

**~~On the occasions that the Union-Employee meeting is held during the New Employee Orientation session,~~** The Employer agrees to work with the Union to facilitate a suitable time **virtually or in person** of no less than one (1) hour to meet with new Employees **or the Union may also provide a link to Local 5167 New Member Orientation Information. That will be provide union information to new hires.** If requested, the Employer agrees to make a computer available **provide new hires access to a computer during this time to accedes the Local 5167 New Member Orientation Information.** It is understood that this time slot may change from session to session depending upon the composition of the participants.

**Original:**

**2.7 PRIVACY RIGHTS**

The Parties agree that Employees are entitled to a reasonable level of personal privacy in the workplace. To that end the Employer and the Union shall not open an Employee's mail or access an Employee's personal property. Video and audio surveillance and GPS systems shall not be used for the purpose of live monitoring of Employee performance unless there is reasonable cause to do so.

Further, any personal information gathered on Employees shall only be gathered for legitimate business reasons and such information shall be protected as confidential as per the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The Employer shall not access Employee email and/or personal phone conversations without express authorization in writing from the appropriate Senior Management team member, in consultation with the Director of Employee Health & Labour Relations (or designate). Review of card-reader records will be done in consultation with Labour Relations.

**Agreed to in A1:**

**2.7 PRIVACY RIGHTS**

The Parties agree that Employees are entitled to a reasonable level of personal privacy in the workplace. To that end the Employer and the Union shall not open an Employee's mail or access an Employee's personal property. Video and audio surveillance and GPS systems shall not be used for the purpose of live-monitoring of Employee performance, unless there is reasonable cause to do so. **Review of the video and audio surveillance and GPS will be done in consultation with Labour Relations.**

Further, any personal information gathered on Employees shall only be gathered for legitimate business reasons and such information shall be protected as confidential as per the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The Employer shall not access Employee email and/or personal phone conversations without express authorization in writing from the appropriate Senior Management team member, in consultation with the Director of Employee Health & Labour Relations (or designate). Review of card-reader records will be done in consultation with Labour Relations.

**Original:**

- 5.11 a) An Employee who reports for work on a scheduled working day and who has not been previously notified not to report to work shall be guaranteed a minimum of four (4) hours work or pay for those scheduled four (4) or more hours, or a minimum of those hours scheduled in accordance with hours identified in Article 5.9.

**Agreed to in A7:**

- 5.11 a) An Employee who reports for work on a scheduled working day and who has not been previously notified not to report to work shall be guaranteed a minimum of four (4) hours work or pay for those scheduled four (4) or more hours, or a minimum of those hours scheduled in accordance with hours identified in Article 5.9.
- b) **An employee who reports for work on a working day they have not been previously scheduled for, with less than 2 hours' notice, shall receive payment from the shift start time, given that the Employee responds in a reasonable timeframe.**

**Original:**

Current Language

- 6.5 Every Employee shall have the right to bank overtime to a maximum balance of forty (40) hours of lieu time. Such time will be available for the Employees use to compensate unpaid leave. This lieu time shall be granted at a time mutually agreed upon by the Employee and the Department Head or designate taking into account the operational requirement of the section in which the Employee works. All lieu time utilized or paid out shall be at the Employee's current rate.

An Employee may have the option of banking lieu time in excess of the forty (40) hour maximum balance noted above where the Department Director or designate deems it does not interfere with the operational requirements of the department. Unless otherwise requested in writing by the Employee that a full or partial payment be issued elsewhere throughout the year, unused banked lieu time on record in payroll as of the last pay in November, will be paid out by December 31<sup>st</sup> annually unless written approval has been provided to carry lieu time over. On mutual agreement up to forty (40) hours lieu may be carried over. Hours accrued from December 1 to December 31, may be carried over and will be counted towards the maximum for the following year.

**Agreed to in A7:**

- 6.5 Every Employee shall have the right to bank overtime to a maximum balance of ~~forty (40)~~ **forty-eight (48)** hours of lieu time. Such time will be available for the Employees use to compensate unpaid leave. This lieu time shall be granted at a time mutually agreed upon by the Employee and the Department Head or designate taking into account the operational requirement of the section in which the Employee works. All lieu time utilized or paid out shall be at the Employee's current rate.

An Employee may have the option of banking lieu time in excess of the ~~forty (40)~~ **forty-eight (48)** hour maximum balance noted above where the Department Director or designate deems it does not interfere with the operational requirements of the department. Unless otherwise requested in writing by the Employee that a full or partial payment be issued elsewhere throughout the year, unused banked lieu time on record in payroll as of the last pay in November, will be paid out by December 31<sup>st</sup> annually unless written approval has been provided to carry lieu time over. On mutual agreement up to forty (40) hours lieu may be carried over. Hours accrued from December 1 to December 31, may be carried over and will be counted towards the maximum for the following year.

**Original:**

- 7.8 Where an Employee who is entitled to Short Term Disability benefits is on vacation and is,
- (a) hospitalized, (admitted as an inpatient requiring an over-night stay in the hospital), or
  - (b) convalescing following hospitalization, or
  - (c) in Home Care prescribed by the Employee's physician following hospitalization (Organized Home Care Program in Ontario recognized by O.H.I.P.),

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the Employee's option.

In addition to the foregoing, should an Employee, while on vacation, suffer an illness or injury of a degree of significance or seriousness which would be equivalent to those which might otherwise require the type of confinement described in a), b) or c) above, they may apply to the Director of Labour Relations, or their designate, for re-instatement of their vacation credits for the period of incapacity. The Employee may be required to provide medical documentation, as provided by the Employee's attending physician, to substantiate their application.

**Agreed to in A3:**

- 7.8 Where an Employee who is entitled to Short Term Disability benefits is on vacation and is,
- (a) hospitalized, (admitted as an inpatient requiring an over-night stay in the hospital), or
  - (b) convalescing following hospitalization, or
  - (c) in Home Care prescribed by the Employee's physician following hospitalization (Organized Home Care Program in Ontario recognized by O.H.I.P.),

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the Employee's option.

~~In addition to the foregoing, should an Employee, while on vacation, suffer an illness or injury of a degree of significance or seriousness which would be equivalent to those which might otherwise require the type of confinement described in a), b) or c) above, they may apply to the Director of Labour Relations, or their designate, for re-instatement of their vacation credits for the period of incapacity.~~ The Employee may be required to provide medical documentation, as provided by the Employee's attending physician, to substantiate their **absence** application.

**Original:**

- 7.10 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the Employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), bereavement, jury duty, accident while on duty, maternity/parental/adoptive leave or leave of absence for Union business. All other periods of absence, other than those noted above, will reduce an Employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year

**Agreed to in A3:**

7.10

a) All vacations granted in any year shall be determined on the basis of the aggregate credited service of the Employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), bereavement, jury duty, accident while on duty, maternity/parental/adoptive leave or leave of absence for Union business. All other periods of absence, other than those noted above, will reduce an Employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

**b) Notwithstanding Article 7.10 (a), an employee will not accrue vacation while off work and in receipt of Long Term Disability (LTD) benefits.**

**Original:**

- 9.2 (a)(i) Employees who are required to work on a Statutory Holiday as designated in Section 9.1(a), shall in addition to the remuneration as outlined in Section 9.1(a), be paid two (2) times their standard rate of pay with a guaranteed minimum of four (4) hours, unless their scheduled shift is less than four (4) hours by reason of Article 5.9 in which case they shall be paid the minimum so prescribed. At the Employee's request, subject to the discretion of the Employer, Employees may be granted lieu time off at the rate of double (2) time.
- (ii) Such shifts will be assigned to those employees from the section/team/case in the reporting location, who normally work on the day of the week that the Statutory Holiday occurs.
  - (iii) Where fewer than normal numbers of employees are needed to work on a Statutory Holiday, available shifts will be offered to the employees identified in Article (ii) above in accordance with the allocation procedure laid out in Article 6.16 (d). Notwithstanding the foregoing, it is agreed that Employees assigned to the After Hours shift in the Transportation, Operations and Maintenance Division will be offered the opportunities in the Roadway maintenance Section first..
  - (iv) In the event that an insufficient number of employees are obtained through the application of (iii) above, work shall be assigned in ascending order of seniority, within the section/team/case in the reporting location.
- (b) (i) Part Time Employees who are required to work on a Statutory Holiday as designated in Section 9.1(b) shall be paid at the rate of three (3) times their standard rate of pay for all hours worked. Said Statutory holidays shall be the actual day as described in any Federal or Provincial Statutes which govern the day on which a Statutory or Proclaimed Holiday must fall. The aforesaid three (3) times pay includes the regular hourly rate for hours worked.
- (ii) Such shifts will be assigned to those employees from the section/team/case in the reporting location, who normally work on the day of the week that the Statutory Holiday occurs.
  - (iii) Where fewer than normal numbers of employees are needed to work on a Statutory Holiday, available shifts will be offered to the employees identified in Article (ii) above in descending order of seniority.
  - (iv) In the event that an insufficient number of employees are obtained through the application of (iii) above, work shall be assigned in ascending order of seniority, within the section/team/case in the reporting location.

**Agreed to in A1:**

- 9.2 (a) (i) Employees who are required to work on a Statutory Holiday as designated in Section 9.1(a), shall in addition to the remuneration as outlined in Section 9.1(a), be paid two (2) times

their standard rate of pay with a guaranteed minimum of four (4) hours. ~~Unless their scheduled shift is less than four (4) hours by reason of Article 5.9 in which case they shall be paid the minimum so prescribed.~~

Part-Time Employees:

b) (i) Part Time Employees who are required to work on a Statutory Holiday as designated in Section 9.1(b) shall be paid at the rate of three (3) times their standard rate of pay for all hours worked. Said Statutory holidays shall be the actual day as described in any Federal or Provincial Statutes which govern the day on which a Statutory or Proclaimed Holiday must fall. The aforesaid three (3) times pay includes the regular hourly rate for hours worked **as per Article 5.9.**

Original:



### 10.3 (g)

Where an Employee is required by the Employer to be immunized, the Employer agrees to provide or reimburse Employees for the cost of immunizations not covered by OHIP. Where a prophylactic alternative to immunization is available it may be taken as a substitute to immunization where appropriate based on medical or religious grounds. It is understood that the Employer cannot force an Employee to be immunized or to take the prophylactic alternative without their consent. It is further understood that where such immunization (or the prophylactic alternative to immunization) is required in order for the Employee to attend work and the Employee refuses the immunization or its substitute, they may be placed on unpaid leave with no loss of seniority. In this event the Employer agrees to take reasonable steps to accommodate workers through alternate work arrangements. It is understood that this benefit applies to all employees who have passed their probationary period. ***(Proposal moved to 10.19 below)***

### **Agreed to in A5:**

### 10.19

**Where a Part time Employee is required by the Employer to be immunized and a prophylactic alternative to immunization is available, it may be taken as a substitute to immunization where appropriate based on medical or religious grounds. It is understood that the Employer cannot force a Part Time Employee to be immunized or to take a prophylactic without their consent. it is further understood that where such immunization (or the prophylactic alternative to immunization) is required in order for the Part Time Employee to attend work and the Employee refuses the immunization or its substitute, they may be placed on unpaid leave with no loss of seniority.**

**Original:**

- 11.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union business not connected with this Agreement, shall be granted such time off without pay subject to the following conditions:
- (a) number of Employees not to exceed fourteen (14) for each period of leave, and
  - (b) maximum days not to exceed forty (40) days per employee in any calendar year, it is understood that an Employee elected or appointed into a position of the Provincial or National Union that is not a full-time leave of absence under article 11.10 is not subject to this maximum. The Union will identify to the Employer where leaves are not subject to the maximum, and
  - (c) Where so designated by an Employee on authorized leave of absence for Union business, the Employer shall continue their normal salary or wage payments. The Union shall be invoiced quarterly by the Employer for reimbursement of salary or wages plus the Employer's share of all benefits paid to such Employee during such leave of absence.
  - (d) The Union shall notify the Director of Labour Relations or designate in writing of the names of Employees to be granted time off under the conditions as outlined in this Article, not less than three (3) working days before such leave is to be taken.
  - (e) The Director of Labour Relations will give the consideration to special or emergency union leave situations in excess of the above limitations.
  - (f) Leaves under this article shall not be unreasonably denied.

**Agreed to in A9:**

- 11.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union business not connected with this Agreement, shall be granted such time off without pay subject to the following conditions:
- (a) number of Employees not to exceed fourteen (14) for each period of leave, and
  - (b) maximum days not to exceed forty (40) days per employee in any calendar year, it is understood that an Employee elected or appointed into a position of the Provincial or National Union that is not a full-time leave of absence under ~~Article~~ 11.10 is not subject to this maximum. The Union will identify to the Employer where leaves are not subject to the maximum, and
  - (c) Where so designated by an Employee on authorized leave of absence for Union business, the Employer shall continue their normal salary or wage payments. The Union shall be invoiced quarterly by the Employer for reimbursement of salary or wages plus the Employer's share of all benefits paid to such Employee during such leave of absence.
  - (d) The Union **will endeavour to provide (30) thirty days' notice to** ~~shall notify~~ the Director of **Employee Health and** Labour Relations or designate in writing of the names of

Employees to be granted time off under the conditions as outlined in this Article., **But** not less than three (3) working days before such leave is to be taken.

- (e) The Director of and Labour Relations will give the consideration to special or emergency union leave situations in excess of the above limitations.
- (f) Leaves under this article shall not be unreasonably denied.

**Original:**

11.2 BEREAVEMENT LEAVE

An Employee shall be granted five (5) regularly scheduled consecutive work days bereavement leave, without loss of pay or benefits, on the death of a spouse, common-law spouse, same sex partner, a parent, step parent, adopted or foster parent of the employee or the employee's spouse, a child, step-child, or foster child of the employee or the employee's spouse, a grandparent, step grandparent, grandchild or step grandchild of the employee or of the employee's spouse, the spouse of a child, the employee's brother or sister, the employee's parent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

**Agreed to in A3:**

11.2 BEREAVEMENT LEAVE

An Employee shall be granted five (5) regularly scheduled consecutive work days bereavement leave, without loss of pay or benefits, on the death of:

- a spouse, common-law spouse, ~~same-sex partner~~;
- a parent **or** step parent, adopted or foster parent of the employee or the employee's spouse;
- a child, step-child, or foster child of the employee or the employee's spouse;
- a grandparent, step grandparent, grandchild or step grandchild of the employee or of the employee's spouse,
- **a sibling of the employee or the employee's spouse**
- **a child-in-law of the employee**
- **a sibling-in-law.**

**Original:**

- 11.14 Family Responsibility Leave, Family Caregiver Leave, Family Medical Leave, Critically Ill Childcare Leave, Crime-related Child Death or Disappearance Leave, Child Death Leave, Domestic or Sexual Violence leave, and any other leaves as may be prescribed by legislation, shall be granted as per the Employment Standards Act.

On consent of the Employer, Employees shall be given an opportunity to utilize existing credits in the following order; accumulated sick leave credits, lieu time, or vacation credits, so as to not have to go without pay.

**Agreed to in A5:**

- 11.14 ~~Family Responsibility Leave, Family Caregiver Leave, Family Medical Leave, Critically Ill Childcare Leave, Crime-related Child Death or Disappearance Leave, Child Death Leave, Domestic or Sexual Violence leave, and any other leaves as may be prescribed by legislation,~~ Employees shall be granted **leave** as per the Employment Standards Act **and any other leaves as may be prescribed by legislation.**

On consent of the Employer, Employees shall be given an opportunity to utilize existing credits in the following order; accumulated sick leave credits, lieu time, or vacation credits, so as to not have to go without pay.

**Original:**

13.4 Interview/Testing

The following principles must be considered in the event that testing and/or interviews are determined to be appropriate in assessing competing applicants for vacancies:

If testing is being used as an assessment technique then:

- (a) Candidates shall be given reasonable notice of the testing date.
- (b) Candidates shall be apprised of the general nature of the subject matter upon which they will be tested and will be given reasonable access to relevant materials in the Employer's possession.
- (c) Candidates shall be told in advance what is expected as a passing grade, including marking schemes.
- (d) Reasonable steps shall be taken to ensure that all applicants taking the test should do so under similar circumstances.
- (e) The content of the test must be relevant to the duties of the job being applied for. Applicants will be permitted to review their own scored tests. Upon request the Union shall be provided the test scores, without names, for all applicants.
- (f) Test scores for the same skills assessment obtained by candidates shall be retained on file for three (3) months and will be used in the assessment of their skills for any subsequent job competitions for the same position.

Candidates may not be permitted to be tested again for the same skills assessment within the three (3) month period following the date of the unsuccessful test, if they were unsuccessful in their initial attempt. An employee shall be exempted from this provision if they demonstrate that they have made their best efforts to improve their skills and/or knowledge of the subject being tested. This provision will not apply for positions through the layoff/bump process.

In the event that interviews are held:

- (i) at least two (2) members of management, or designate, shall be present during all interviews,
- (ii) interview questions and responses shall be recorded to the degree that this is possible;
- (iii) questions must be relevant to the qualifications necessary to do the job;
- (iv) questions must be consistently asked of all applicants.
- (g) An employee who has successfully completed the testing and/or interviews referenced above, but was not the successful candidate, shall be deemed to be qualified for the position for a period of six (6) months from the date in which the successful candidate commenced employment in the position in question, without being subject to the

provisions of this article. For clarity, an Employee shall be deemed qualified so long as the position in question is posted within the six (6) month timeframe outlined above.

**Agreed to in A7:**

**13.4 Interview/Testing**

The following principles must be considered in the event that testing and/or interviews are determined to be appropriate in assessing competing applicants for vacancies:.

**(a) Testing**

If testing is being used as an assessment technique then:

- (i)** Candidates shall be given reasonable notice of the testing date.
- (ii)** Candidates shall be apprised of the general nature of the subject matter upon which they will be tested and will be given reasonable access to relevant materials in the Employer's possession.
- (iii)** Candidates shall be told in advance what is expected as a passing grade, including marking schemes.
- (iv)** Reasonable steps shall be taken to ensure that all applicants taking the test should do so under similar circumstances.
- (v)** The content of the test must be relevant to the duties of the job being applied for. Applicants will be permitted to review their own scored tests.  
Upon request the Union shall be provided the test scores, without names, for all applicants.
- (vi)** Successful Test scores for the same skills assessment obtained by candidates shall be retained on file ~~three (3)~~ **twelve (12)** months and will be used in the assessment of their skills for any subsequent job competitions **utilizing the same skills assessment, for the same position.**
- (vii)** Candidates may not be permitted to be tested again for the same skills assessment within the three (3) month period following the date of the unsuccessful test, if they were unsuccessful in their initial attempt. ~~An employee shall be exempted from this provision if they demonstrate that they have made their best efforts to improve their skills and/or knowledge of the subject being tested.~~ This provision will not apply for positions through the layoff/bump process.
- (viii)** **In the event that the Employer changes the type of test/skills assessment, the timelines under Article 13.4 (a) (vi), (a) (vii), and (c) shall not apply, and all candidates will be retested. It is understood that the foregoing does not apply to a change in the content of an existing test/skills assessment.**

**(b) Interview**

In the event that interviews are held as an assessment technique then:

**(a i)** at least two (2) members of management, or designate, shall be present during all interviews;

**(b ii)** interview questions and responses shall be recorded to the degree that this is possible;

**(iii)** Candidates shall be told at the interview what is expected as a passing grade, including the total points associated per question.

**(c iv)** questions must be relevant to the qualifications necessary to do the job;

**(d v)** questions must be consistently asked of all applicants.

**(e vi)** An employee who was unsuccessful to an interview referenced above, shall have their score retained on file for three (3) months and will be used in the assessment of their skills for any subsequent job competitions for the same position. Candidates may not be permitted to be interviewed again for the same position within the three (3) month period following the date of the unsuccessful interview, if they were unsuccessful in their initial attempt. This provision will not apply for positions through the layoff/bump process.

**(c) Interview/Testing**

An employee who has successfully completed the testing and/or interviews referenced above, but was not the successful candidate, shall be deemed to be qualified for the position for a period of ~~six (6)~~ **twelve (12)** months from the date in which the successful candidate commenced employment in the position in question, without being subject to the provisions of this ~~Article~~. For clarity, an Employee shall be deemed qualified so long as the position in question is posted within the ~~six (6)~~ **twelve (12)** month timeframe outlined above.



**Original:**

**13.7 Layoff, Bumping and Recall**

- (a) In all cases of layoff or recall, bargaining unit wide seniority shall be the governing factor provided the Employees retained or recalled can perform the work required in a satisfactory manner. Any Employee who would be laid off under these circumstances shall have the following three options:

- (i) accept the layoff and be placed on the recall list
- (ii) within thirty (30) calendar days of receipt of their notice of layoff, an Employee may exercise their rights to replace another Employee ("bump") with lesser seniority that occupies any classification equivalent to, or lesser than the classification they then occupy provided they are qualified to do the work required.

At the layoff meeting, the Employee will be provided with a seniority list identifying positions they are eligible to bump into.

It is understood that these bumping rights apply to positions identified by the Employee during their notice period.

- (iii) As an alternative to bumping, an Employee may choose to accept placement in a vacant position of equal or lower classification prior to the vacant position being posted for the consideration of other Employees.

Notice of vacancies will be provided as per 13.7 (e).

**Agreed to in A6 / MOS:**

**13.7**

- (a) Within thirty (30) days of receipt of their notice of layoff, an Employee may exercise their rights to replace **their choice of the least another senior full time, part time, or temporary** employee ("bump") ~~with lesser seniority~~ that occupies any classification equivalent to, or lesser than the classification they then occupy provided they are **more senior than the Employee they are bumping and are deemed** qualified **by the Employer** to do the work required, **subject to departmental testing.**

**The Employer will not utilize interviews as an assessment during the Layoff / Bumping process. The Employer may utilize introductory meet and greets with Divisional Management for the purposes of setting expectations of the role and answering any questions.**

- (d) (i) At no time shall an Employee receive less than thirty (30) calendar days' notice of lay off.

The Employer agrees to provide as much additional notice as possible to any Employee who may be subject to potential layoff because their position has been declared redundant so that the Employee may exercise his/her bumping rights. In no event will the placement of that employee be made effective prior to the date of lay off.

**(ii) In the event of a layoff of ten (10) or more employees from the same division, the Employer and the Union will meet to determine an appropriate layoff notice period of forty-five (45) days or greater.**

**Original:**

**13.8 New Classifications**

The Employer agrees that, within a period of ninety (90) calendar days of the posting by it of a new position or classification a job description for the said position or classification is to be delivered to the Union and which job descriptions shall form and shall be deemed to form a part of this Agreement unless the Union objects to any or all of the said job descriptions within a period of forty-two (42) calendar days after receipt thereof in which event the said objection is subject to the provisions of Articles 16,17 and 18 of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 16.

The senior Employee in the section who meets the requirements of the job description shall be offered the vacant position for the period of time until the position is posted and filled.

**Agreed to in A1:**

**13.8 New Classifications**

The Employer agrees that, within a period of ninety (90) calendar days of the posting by it of a new position or classification a job description for the said position or classification is to be delivered to the Union **Executive Administrator** and which job descriptions shall form and shall be deemed to form a part of this Agreement unless the Union objects to any or all of the said job descriptions within a period of forty-two (42) calendar days after receipt thereof in which event the said objection is subject to the provisions of Articles 16,17 and 18 of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 16.

The senior Employee in the section who meets the requirements of the job description shall be offered the vacant position for the period of time until the position is posted and filled.

**\*New 13.10 C agreed in MOS:**

**13.10 (c) Qualified Part Time Employees holding the same classification as the vacancy will be given consideration prior to posting a Full Time Temporary position, in descending order of seniority.**

**(other articles renumbered accordingly)**

**Original:**

**13.11 External Hires to Temporary Positions within the Bargaining Unit**

- (a) Temporary positions filled as a result of vacancies as set out in 13.10 may be awarded to external hires in the event no qualified regular Employee is awarded the position.
- (b) Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not have any bumping or recall rights. This exception does not apply if the posting extends beyond the time periods set out in Article 13.10 unless a mutually agreed extension is confirmed in writing by the parties. Such approval shall not be unreasonably denied.
- (c) The cessation or expiry of a temporary posting in which an external hire is employed shall not be the subject of any grievance (i.e. individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours, except as may be allowed by article (c) above.

**Agreed to in A1:**

**13.11 External Hires to Temporary Positions within the Bargaining Unit**

- (a) Temporary positions filled as a result of vacancies as set out in **Article** 13.10 may be awarded to external hires in the event no qualified regular Employee is awarded the position.
- (b) Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not have any bumping or recall rights. This exception does not apply if the posting extends beyond the time periods set out in Article 13.10 unless a mutually agreed extension is confirmed in writing by the parties. Such approval shall not be unreasonably denied.
- (c) The cessation or expiry of a temporary posting in which an external hire is employed shall not be the subject of any grievance (i.e. individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours, except as may be allowed by ~~A~~article **(b)** above.

**Original**

**13.2 Posting Vacancies**

- 13.2 (e) When the Employer determines that a vacancy is redundant, notification shall be given to the Secretary of the Local within fourteen (14) calendar days of such determination.

**Agreed to in A1:**

- ~~13.2 (e) When the Employer determines that a vacancy is redundant, notification shall be given to the Secretary of the Local within fourteen (14) calendar days of such determination.~~

*13.2 (e) This was incorporated into 13.12*

**Original:**

**13.12 Union Notification of Redundancy**

When so determined by the Employer that a vacancy, of either a temporary or permanent nature shall not be filled, the Employer will inform the Union of its decision within fourteen (14) calendar days of the decision and will notify the Union that either the duties are being distributed to other Employees or not performed.

**Agreed to in A1:**

**13.12 Union Notification of Redundancy**

When so determined by the Employer that a vacancy, of either a temporary or permanent nature shall not be filled and **is redundant**, the Employer will inform the Union of its decision within fourteen (14) calendar days of the decision, and will notify the Union **Executive Administrator** that either the duties are being distributed to other Employees or not performed.

**Original:**

**13.13 Periodic Posting**

When so determined by the Employer, a "Periodic Posting" may be posted in anticipation of future vacancies in classifications with more than ten (10) incumbents or in those with a high turnover rate. Such posting(s) is intended to expedite the recruitment process by soliciting and identifying a pool of suitable and qualified applicants prior to the occurrence of a vacancy(s).

- (a) Existing employees and external applicants may indicate their interest for periodic postings.
- (b) The Employer shall fill vacancies, occurring within six (6) months of the date identified on the Periodic Posting, with individuals identified through the process in (b) above, in the following order:
  - 1. Existing employees in descending order of seniority
  - 2. External applicants
- (c) If a periodic posting is used to fill a temporary vacancy, the Employer will provide notice in writing to the Employee and to the Union indicating the reason for the temporary vacancy, as per 13.10.

**Agreed to in A4:**

**13.13 Periodic Posting**

When so determined by the Employer, a "Periodic Posting" may be posted in anticipation of future vacancies in classifications with more than ten (10) incumbents or in those with a high turnover rate. Such posting(s) is intended to expedite the recruitment process by soliciting and identifying a pool of suitable and qualified applicants prior to the occurrence of a vacancy(s).

- (a) Existing employees and external applicants may indicate their interest for periodic postings.
- (b) The Employer shall fill vacancies, occurring within six (6) months of the date identified on the Periodic Posting, with individuals identified through the process in (b) above, in the following order:
  - 1. Existing employees in descending order of seniority
  - 2. External applicants
- (c) If a periodic posting is used to fill a temporary vacancy, the Employer will provide notice in writing to the Employee and to the Union indicating the reason for the temporary vacancy, as per 13.10.
- (d) Employees can return to the periodic posting list if such temporary position ends within the timelines identified in Article 13.13 (b), provided the position hasn't ended due to the application of Article 13.6 Trial Period.**

**Original:**

- 14.4 For the purposes of the probationary period, absences that interrupt the period of active employment may, at the discretion of the Employer, result in the extension of an employee's probationary period, no greater than the period of absence(s). In such cases the Union and the Employee shall be informed at least fourteen (14) calendar days in advance of the extension.

For the purpose of service credits an Employee's length of service shall commence and accumulate from the date on which they entered the service of the Employer as a permanent Employee.

**Agreed in A4:**

- 14.4 For the purposes of the probationary period, absences that interrupt the period of active employment ~~may, at the discretion of the Employer,~~ **will** result in the extension of an employee's probationary period, no greater than the period of absence(s) **with the exception of approved Vacation or Lieu time.** ~~In such cases the Union and the Employee shall be informed at least fourteen (14) calendar days in advance of the extension.~~

For the purpose of service credits an Employee's length of service shall commence and accumulate from the date on which they entered the service of the Employer as a permanent Employee.

**Original:**

- 16.5 (a) The following shall proceed immediately to the second step of the grievance procedure;
- (i) a question of general application of or interpretation of the provisions of this agreement, or
  - (ii) a group of Employees, or
  - (iii) the suspension or dismissal of any Employee or group of Employees, or
  - (iv) grievances concerning discrimination, harassment, lay offs, and recalls

**Agreed to in A3:**

- 16.5 (a) The following shall proceed immediately to the second step of the grievance procedure;
- (i) a question of general application of or interpretation of the provisions of this agreement, or
  - (ii) a group of Employees, or
  - (iii) the suspension or dismissal of any Employee or group of Employees, or
  - (iv) grievances concerning discrimination, harassment, lay offs, and recalls
  - (v) The application of "Appendix C" Income Protection Plan**



**Original:**

23.5 TRAINING ALLOWANCE

When an Employee (excluding those Employees who as a core duty of their job are designated as a trainer) is assigned to train other Employees, the parties agree to the following;

- (a) Employees selected by the Employer as trainers, will receive a bonus of three dollars (\$3.00) per hour worked while involved in the preparation and delivery of training to other Employees. The Employer will select pools of qualified Employees to act as trainers. Employees within such pools will be offered the opportunity to accept assignments as trainers in seniority order. It is understood that "orientation" will not be considered "training" unless otherwise agreed to by the parties in writing.
- (b) Payment of half the differential between the rate of pay for the present classification and the rate of pay for the training classification to Employees selected by the Employer as trainees. At the conclusion of the training the Employee will return to their standard rate of pay.
- (c) Where it is necessary to transfer a trainee to another work location for training, the junior Employee in the new work location in the same classification as the trainee left shall be subject to transfer.

The Employer agrees that the Union shall have the right to express their concerns with the operation of the training program. The Joint Labour/Management Committee shall hear these concerns and make recommendations to the Employer for amendments to the training program.

The Employer further recognizes that no bargaining unit member will be asked through the training program to express judgements with respect to the abilities of other bargaining unit members.

**Agreed to in A2:**

23.5 TRAINING ALLOWANCE

When an Employee (excluding those Employees who as a core duty of their job are designated as a trainer) is assigned to train other Employees, the parties agree to the following;

- (a) Employees selected by the Employer as trainers, will receive a bonus of three dollars (\$3.00) per hour worked while involved in the preparation and delivery of training to other Employees. The Employer will select pools of qualified Employees to act as trainers. Employees within such pools will be offered the opportunity to accept assignments as trainers in seniority order. It is understood that "orientation" will not be considered "training" unless otherwise agreed to by the parties in writing.

- (b) Payment of half the differential between the rate of pay for the present classification and the rate of pay for the training classification to Employees selected by the Employer as trainees. At the conclusion of the training the Employee will return to their standard rate of pay.
- (c) Where it is necessary to transfer a trainee to another work location for training, the junior Employee in the new work location in the same classification as the trainee left shall be subject to transfer.
- (d) **Instruction delivered in a classroom-type setting qualifies as training regardless of subject matter, and as such time spent by the bargaining unit members assigned to such duties will be compensated as per Article 23.5 (a).**
- (e) **Shadowing is defined as designated work assignment where the Employer assigns a new employee or employees to an existing employee in the workplace for the purposes of observing work, demonstrating job duties, explaining tasks and steps involved, and/or answering questions. Shadowing occurs at the direction of the Employer in accordance with Article 23.5. Shadowing does not include general orientation to the office equipment or equipment/software (except in cases of specialized equipment/software).**
- (f) **Where the Employer assigns an Employee to a shadowing assignment they will set out in writing the duration and expectations of the assignment, including the total number of hours assigned and the tasks expected to be demonstrated. Employees will keep a record of time spent shadowing and may bring to the Employer's attention if the required tasks cannot be demonstrated in the hours assigned. Such assignment may be extended at the discretion of the Employer.**

The Employer agrees that the Union shall have the right to express their concerns with the operation of the training program. The Joint Labour/Management Committee shall hear these concerns and make recommendations to the Employer for amendments to the training program.

The Employer further recognizes that no bargaining unit member will be asked through the training program to express judgements with respect to the abilities of other bargaining unit members.

**Original:**

- 24.12 The Employer agrees to maintain, repair or replace existing washer/dryer units in all Roads Yards and where practicable to do so and where not practicable a cleaning service will be provided for cleaning specialty coveralls, safety wear, winter wear, heavily soiled/stained clothing or clothing that has come in contact with chemicals or noxious substances. Further, this benefit is limited to City issued clothing only.

**Agreed to in A4:**

- 24.12** The Employer agrees to maintain, repair or replace existing washer/dryer units in all Roads **and Parks** Yards where practicable to do so and where not practicable a cleaning service will be provided for cleaning specialty coveralls, safety wear, winter wear, heavily soiled/stained clothing or clothing that has come in contact with chemicals or noxious substances. Further, this benefit is limited to City issued clothing only.

**Original:**

- 27.1 The Employer and the Union agree to recognize the Joint Health and Safety Committees and the right of the committees to represent the Employees in all matters dealing with Health and Safety subject to the Occupational Health and Safety Act of Ontario 1990 RSO.

The joint Health and Safety Committees will operate under a base Terms of Reference negotiated between the parties and appended to this Collective Agreement as APPENDIX F. These Terms of Reference documents may be amended by mutual agreement of Departmental Health and Safety Sub-Committees to accommodate specific departmental needs provided that the amendments are acceptable to the principles authorized to bind the parties. All sub-committee Terms of Reference documents shall be appended to and form part of the base Terms of Reference document.

**Agreed to in A6:**

- 27.1 The Employer and the Union agree to recognize the Joint Health and Safety Committees and the right of the committees to represent the Employees in all matters dealing with Health and Safety subject to the Occupational Health and Safety Act of Ontario 1990 RSO.

The joint Health and Safety Committees will operate under a base Terms of Reference negotiated between the parties and appended to this Collective Agreement as APPENDIX F. These Terms of Reference documents may be amended by mutual agreement of Departmental Health and Safety Sub-Committees to accommodate specific departmental needs provided that the amendments are acceptable to the principles authorized to bind the parties. All sub-committee Terms of Reference documents shall be appended to and form part of the base Terms of Reference document.

**The Manager of Health, Safety and Wellness (or designate) and the Second Vice President (or designate) of the Union may attend all Health and Safety Committees as a resource.**

## APPENDIX "C" INCOME PROTECTION PLAN

### Original:

7.

- (c) Upon receiving notice of an Employee's illness/non-occupational injury, the Department Head or Supervisor shall, on the same day, report such illness/non-occupational injury on the Daily Absence Status Report as provided by the General Manager of Human Resources.
- (d) An Employee whose illness/non-occupational injury extends to the fourth (4th) working day shall, on or before the fourth (4th) working day, obtain a doctor's note from a qualified medical practitioner. Such note shall be submitted to Return to Work Services upon their return to work in order to be eligible for Short Term Disability Benefits. The cost of such note shall be the responsibility of the Employee. Failure to provide such note will result in non-payment of the days for which the Employee was absent. The note shall identify an anticipated return to work date.

An Employee, whose illness is of the nature that it is reasonable to expect that this absence will exceed eight (8) working days, will not be required to provide a doctor's note but instead be required to provide a claim form in accordance with e) below.

### Agreed to in A9:

7.

- (c) Upon receiving notice of an Employee's illness/non-occupational injury, the Department Head or Supervisor shall, on the same day, report such illness/non-occupational injury **following on the Daily Absence Status Reporting Process" as provided by the General Manager of Human Resources.**
- (d) An Employee whose illness/non-occupational injury extends to the fourth (4th) working day shall, on or before the fourth (4th) working day, obtain a doctor's note from a qualified medical practitioner. Such note shall be submitted to Return to Work Services **electronically by email or fax ([rtws@hamilton.ca](mailto:rtws@hamilton.ca) or 905-546-4174) before returning to work or** upon their return to work in order to be eligible for Short Term Disability Benefits. The cost of such note shall be the responsibility of the Employee. Failure to provide such note will result in non-payment of the days for which the Employee was absent. The note shall identify **the date(s) of assessment by the doctor, and an** anticipated return to work date.

An Employee, whose illness is of the nature that it is reasonable to expect that this absence will exceed eight (8) working days, will not be required to provide a doctor's note but instead be required to provide a claim form in accordance with e) below.

## **APPENDIX "E" – SUMMARY OF BENEFITS (PAGE 171)**

Paramedical Services – maximum amount allowed:

a) Clinical Psychologist, psychiatrist, psychotherapist, Social Worker:

**~~Maximum of 2 visits per calendar month~~**

Maximum amount allowable - \$1000 per person per calendar year.

## **Appendix "E" (page 177)**

**Original:**

12. PARAMEDICAL SERVICES: Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:

- a) Clinical Psychologist;
- b) Masseurs - when the patient's attending physician authorizes in writing that such treatment is necessary;

**Agreed to in A9:**

12. PARAMEDICAL SERVICES: Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:

- a) Clinical Psychologist, **Psychiatrist, Psychotherapist, Social Worker: Services of a practitioner that is not a standardly covered Mental Health Practitioner (MHP) but is operating under the supervision of a licensed list of covered MHPs under the specific group will be covered according to the coverage for the supervising practitioner. Expenses will be paid based on Reasonable and Customary charges for the supervising practitioner.**
- b) **Masseurs Registered Massage Therapist**- when the patient's attending physician authorizes in writing that such treatment is necessary;

## **HEALTH BENEFITS - EXTENDED HEALTH BENEFITS (EHB) Agreed in MOS:**

b) **~~Registered Masseur~~ Massage Therapist:**

Per treatment- up to ~~\$30~~ **\$40** Maximum number of treatments 12 per person per calendar year

**Vision - Deductible -Nil.**

100% reimbursement up to a maximum of ~~\$350~~ **\$450** (inclusive of an eye exam) per 24 consecutive months.

### Wages agreed in MOS:

Effective January 1, 2023 a general wage increase of **3.75 %** for all classifications.

Effective January 1, 2024 a general wage increase of **3%** for all classifications.

Effective January 1, 2025 a general wage increase of **3%** for all classifications.

Effective January 1, 2026 a general wage increase of **3%** for all classifications.

### LOU's Renewed:

- Legal Picket Lines – **Renew A1**
- Unique Equipment - **Renew A1**
- Contracting Out - **Renew A1**
- Casual Employees - **Renew A1**
- Extra Hours Of Work Agreement - **Renew A1**
- Days of Action – **Renewed A6**
- Terms and Conditions Apprenticeship Program 310T (Truck & Coach) (310) – **Renewed A6**
- Terms of Reference for Labour Management – **Renewed A6**
- Part time Lifeguard – **Renewed A6**
- Hours and Scheduling Discussion – **Renewed A6**
- Employer issued Clothing for inside workers – **Renewed A6**
- Boot Allowance – **Renewed A6**
- Employer Health Tax – **Renewed A6**
- Regarding Training and Development – **Renewed A9**
- Winter Operations – **Renewed A12**

### LOU's Deleted:

- Transfer Pilot Program – Extension – **Deleted A1**
- Effective Date of Income Protection Plan Changes. – **Deleted A1**
- Training Allowance (Application of Article 23.5) - **Deleted A2**
- Use of Student Workers – **Deleted A9**

LOU's

## LETTER OF UNDERSTANDING – "AFTER-HOURS SHIFT"

### Current Language

The Parties agree that Employees working the "After-hours shift" in the Roadway Maintenance Section may request, in writing to their Director a transfer from one shift schedule to another within the section.

Transfer requests will maintain their original submission date but must be renewed annually prior to January 31st. Failure to renew a transfer request shall result in the request being deemed to have been abandoned. Transfers will be only allowed to the extent to which operational requirements permit.

Such a transfer shall be initiated upon a vacancy arising in the shift schedule to which the Employee wishes to transfer. In the event that more than one Employee requests or has requested a transfer to the same shift schedule, transfer requests will be honoured in the order in which they were submitted. In the event that more than one Employee submits a request on the same day, requests will be granted by seniority subject to operational requirements.

The Employee shall complete the transfer form in Appendix "H" and forward as per the instructions on the form. The Employee shall retain a copy of each transfer request and a signed copy shall be forwarded to the Union by the Employer upon submission receipt of the request.

### Agreed to and renewed - A3:

The Parties agree that Employees working the "After-hours shift" in the Roadway Maintenance Section may request, in writing to their ~~Director~~ **Superintendent** a transfer from one shift schedule to another within the section.

Transfer requests will maintain their original submission date but must be renewed annually prior to January 31st. Failure to renew a transfer request shall result in the request being deemed to have been abandoned. Transfers will be only allowed to the extent to which operational requirements permit.

Such a transfer shall be initiated upon a vacancy arising in the shift schedule to which the Employee wishes to transfer. In the event that more than one Employee requests or has requested a transfer to the same shift schedule, transfer requests will be honoured in the order in which they were submitted. In the event that more than one Employee submits a request on the same day, requests will be granted by seniority subject to operational requirements.

The Employee shall complete the transfer form in Appendix "H" and forward as per the instructions on the form. The Employee shall retain a copy of each transfer request and a signed copy shall be forwarded to the Union by the Employer upon submission receipt of the request.



**LOU updated and renewed:**

- After Hours Shift – **Updated and renewed A3**

**LETTER OF UNDERSTANDING – “AFTER-HOURS SHIFT” - Updated and renewed A3**

The Parties agree that Employees working the “After-hours shift” in the Roadway Maintenance Section may request, in writing to their ~~Director~~ **Superintendent** a transfer from one shift schedule to another within the section. Transfer requests will maintain their original submission date but must be renewed annually prior to January 31st. Failure to renew a transfer request shall result in the request being deemed to have been abandoned. Transfers will be only allowed to the extent to which operational requirements permit.

Such a transfer shall be initiated upon a vacancy arising in the shift schedule to which the Employee wishes to transfer. In the event that more than one Employee requests or has requested a transfer to the same shift schedule, transfer requests will be honoured in the order in which they were submitted. In the event that more than one Employee submits a request on the same day, requests will be granted by seniority subject to operational requirements.

The Employee shall complete the transfer form in Appendix “H” and forward as per the instructions on the form. The Employee shall retain a copy of each transfer request and a signed copy shall be forwarded to the Union by the Employer upon submission receipt of the request.

**Redundant Positions – Updated and renewed A3 see list.**

**LOU updated and renewed:**

**LETTER OF UNDERSTANDING – PART-TIME SENIORITY ACCRUAL - Updated and renewed A8**

It is understood that Part-time Employees are entitled to vacation time off in accordance with the Employment Standards Act. It is further understood that it is the desire of the Union to provide Part-time employees with seniority for those periods an Employee requests, and is approved for vacation in consideration of their vacation entitlement.

~~In an effort to address this request, the Parties agree to review the processes and practices relating to part-time scheduling, payroll, records, and information technology (IT) to determine if a practical solution can be implemented within the current staffing model and technological constraints.~~

The Union reserves the right to table this item for further discussion at the Corporate Labour Management Committee.

**LOU Update and renewed.**

**LISENCING, CERTIFICATION AND TRAINING – Agreed to in A9:**

**Current Language**

Effective 3 months post ratification, a committee will be struck to investigate the Citywide practices relating to reimbursement of licensing, certifications, professional fees and mandatory training courses. Progress meetings will be held in accordance with a mutually agreed frequency as determined by the committee. The goal of the committee will be to develop a full understanding of all reimbursements made and the variety of practices in preparation for the 2023 round of collective bargaining. The Parties agree that to the extent that there is an established existing past practice with respect to the above reimbursements, they will be maintained for the life of the Collective Agreement.

**Agreed to in A9:**

~~Effective 3 months post ratification, a~~ A committee will be struck to investigate the Citywide practices relating to reimbursement of licensing, certifications, professional fees and mandatory training courses. Progress meetings will be held in accordance with a mutually agreed frequency as determined by the committee. The goal of the committee will be to develop a full understanding of all reimbursements made and the variety of practices in preparation for the ~~next 2023~~ round of collective bargaining. The Parties agree that to the extent that there is an established existing past practice with respect to the above reimbursements, they will be maintained for the life of the Collective Agreement.

**LOU:**

**\*NEW\* LETTER OF UNDERSTANDING- YOUTH EMPLOYMENT INITIATIVE - Agreed to A5**

The Union and the Employer recognize the need to provide youth in the City of Hamilton with meaningful work experience.

The Parties hereby agree to the following:

1. The Employer will continue the Youth Employment Initiative during each summer student season for the duration of the Collective Agreement, commencing with the recruitment process and ending at the conclusion of the summer student season (as per LOU Student workers).
2. The definition of "student" under the "Letter of Understanding - Student Workers" shall be deemed to include "youth who are not currently enrolled in a school program and are between the ages of 18 to 24 years at the date of hire."
3. The youth employed under the Youth Employment Initiative shall fall within the scope of the "Letter of Understanding - Student Workers" and be subject to all of the terms found therein, save and except the definition of "student".
4. The number of student positions used for youth during this Youth Employment Initiative will not exceed fifty (50) positions for the summer student season to be placed in the Public Works department.
5. It is not the intent of the Employer to use the youth employed under this Letter of Understanding as a means by which to reduce regular full-time staff complement on a permanent basis, or to otherwise circumvent the posting provisions of the Collective Agreement(s).
6. Upon the request of either party, the parties will meet to discuss the program and any arising issues. The program will discontinue at the expiration of the Collective Agreement unless expressly renewed by the parties.

## **LOU**

**\*NEW\* – LETTER OF UNDERSTANDING – LABOUR MANAGEMENT COMMITTEE - Agreed to A5**

**The parties agree to convene a regularly scheduled Corporate Labour Management Committee between the Employer and CUPE 5167, a minimum of twice per year at a time mutually agreed to by the parties. The parties will meet within 120 days post ratification to establish a new Terms of Reference to replace the Letter of Understanding – Terms of Reference for Labour Management Committee.**

**Should the parties fail to agree to a new Terms of Reference the existing Letter of Understanding – Terms of Reference for Labour Management Committee will prevail.**

**Original:**

Appendix "G" Return to Work Committee – Terms of Reference

STRUCTURE OF COMMITTEE

- 2.1** The Return to Work Committee (hereafter referred to, as "the Committee") shall consist of an equal number of employer and union members. The employer shall appoint management members and the local Union shall appoint three union members.

The committee shall be jointly chaired.

Each party shall also designate alternates who shall replace standing members when a standing member is unavailable. The committee co-chairs shall be informed when an alternate will be substituting for a standing member on RTW committee activities.

Refer to Appendix "G1" for standing members of the committee as well as alternates.

An alternate shall, in the absence of a standing member and at the direction of their respective co-chair, act on behalf of a member on RTW committee activities. To ensure the alternates remain fully informed of issues and actions undertaken by the committee they shall be copied on all minutes, reports, correspondence or other documents circulated to standing members.

In addition, each party is entitled to utilize the assistance and expertise of external resource person(s) as they deem necessary however such resource people are not considered members of the committee and they have no authority to direct the committee.

All standing members, alternates or resource persons working with the committee are obligated to ensure any confidential material or information to which they have access remains confidential.

It is agreed that the Director of Employee and Labour Relations shall not be a member of the committee (or an alternate) while responsible for the direct supervision of Return to Work/Work Accommodation Services staff and/or the individual to whom the recommendations of the committee are forwarded for follow up.

**Agreed to in A4:**

- 2.2** The Return to Work Committee (hereafter referred to, as "the Committee") shall consist of an equal number of **Employer** and **Union** members. The **Employer** shall appoint ~~three~~ management **Representatives** and the local Union shall appoint ~~three Union members~~ **Representatives as identified in Appendix "G1"**.

The committee shall be jointly chaired.

Each party shall also designate alternates who shall replace standing members when a standing member is unavailable. The committee co-chairs shall be informed when an alternate will be substituting for a standing member on RTW committee activities.

Refer to Appendix "G1" for standing members of the committee as well as alternates.

An alternate shall, in the absence of a standing member and at the direction of their respective co-chair, act on behalf of a member on RTW committee activities. To ensure the alternates remain fully informed of issues and actions undertaken by the committee they shall be copied on all minutes, reports, correspondence or other documents circulated to standing members.

In addition, each party is entitled to utilize the assistance and expertise of external resource person(s) as they deem necessary however such resource people are not considered members of the committee and they have no authority to direct the committee.

All standing members, alternates or resource persons working with the committee are obligated to ensure any confidential material or information to which they have access remains confidential.

It is agreed that the Director of Employee and Labour Relations shall not be a member of the committee (or an alternate) while responsible for the direct supervision of Return to Work/Work Accommodation Services staff and/or the individual to whom the recommendations of the committee are forwarded for follow up.

**Appendix G1 Agreed to in A4:**

Union

- 1) Local 5167 President
- 2) Local 5167 Inside Vice-President
- 3) Local 5167 Outside Vice-President
- 4) Local 5167 Lodge Vice-President
- 5) Local 5167 2<sup>nd</sup> Vice President**

Management

- 1) (Undetermined)
- 2) RTW Coordinator
- 3) (Undetermined)
- 4) (Undetermined)
- 5) (Undetermined)**

**STD Form Agreed to in A10:**

**The City of Hamilton CUPE 5167 Claim Form-Income Protection Benefit  
(Short Term Disability and Functional Form)**

**Instructions:**

1. Please complete in full and submit to:  
**Return to Work Services Fax: 905-546-4174 or Email: [rtws@hamilton.ca](mailto:rtws@hamilton.ca)**
2. Any charge for completing this form is the Employee's responsibility.
3. The Claim Form must be completed on or before the 8<sup>th</sup> working day of absence. The Employee will not receive Short Term Disability benefits past the thirteenth (13<sup>th</sup>) day if the Employer is not in receipt of a Claim Form substantiating their absence.
4. Employees may be required to provide additional medical information where reasonably necessary to determine eligibility for benefits or to evaluate work accommodation alternatives.
5. It is the Employee's responsibility to follow up to ensure the completed Claim Form is received by Return to Work Services.
6. Part 1 and Part 2 must be completed in full before Short Term Disability benefits can be authorized

**PART 1 EMPLOYEE STATEMENT - TO BE COMPLETED PRIOR TO SUBMITTING TO  
PHYSICIAN (please print)**

Name:	Department:	Employee No: Phone:
Start of Present Absence: (day/month/year)	Personal Email Address:	
Occupation/Title:	Is This Absence a Result of a Workplace Accident/Incident? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Employee Authorization:** The above information is accurate to the best of my knowledge. I hereby authorize my physician to release the following and subsequent information to Return to Work Services, Human Resources in respect to my claim for short-term disability benefits. I further agree to the recovery of short-term disability benefits received in the amount of 20% per paycheque if it is found that the medical and functional information provided does not support an absence from work.

**Employee Signature:**

**Date: (day/month/year)**

**PART 2 ATTENDING PHYSICIAN'S STATEMENT (please print)**

1. To the best of your knowledge indicate when symptoms first appeared or accident happened (day/month/year)

2. Is condition due to injury or illness arising out of the patient's employment:

☐ No ☐ Unknown ☐ Yes

If Yes, has a WSIB FORM 8 been completed? ☐ Yes ☐ No

3. For Hospitalizations please give: Date of in-patient admission (day/month/year):

Date of discharge (day/month/year):

4. Nature of treatment: Medication ☐ Date Commenced: \_\_\_\_\_  
Counselling ☐ Date Commenced: \_\_\_\_\_  
Date Referred: \_\_\_\_\_  
Surgery ☐ Date: \_\_\_\_\_  
Physical Rehabilitation ☐ Date commenced: \_\_\_\_\_  
Date Referred: \_\_\_\_\_



If no treatment is indicated, please explain:

5. Has there been a referral to a Specialist? List name(s) of physician and date referred:

6. a) Date of first visit during present period of absence from work (day/month/year):  
b) Date of latest attendance (day/month/year):  
c) Have you actively supervised this patient's care during the full period of absence?  
☐ No, please provide reasons in remarks area  
☐ Yes, state frequency of visits ☐ Weekly ☐ Bi Weekly ☐ Monthly ☐ Other (specify)  
d) Next scheduled appointment: (day/month/year) \_\_\_\_\_  
Remarks:

7. Please identify how you confirmed the current medical condition?  
☐ Physical Examination ☐ Mini Mental Status Examination  
☐ Test Results ☐ Validated Questionnaires  
☐ Counselling Reports ☐ Specialist Consultation Reports  
☐ Other (specify):  
Any additional comments:

**RETURN TO WORK STATUS**

☐ Employee may return to full duties without restrictions/limitations: \_\_\_\_\_ (Date)

**The City of Hamilton has a proactive modified work program. The information provided below will be used to develop a return to work plan for your patient. Even if your patient is totally disabled, please provide current abilities, limitations and restrictions which explains their inability to work in any capacity.**

☐ Employee may return to modified duties (complete tables below) \_\_\_\_\_ (Date)  
☐ Employee is unable to return to work in any capacity (complete tables below)  
Prognosis for full recovery \_\_\_\_\_ (Date) or  
Possible return to modified duties: \_\_\_\_\_ (Date)

**PHYSICAL ABILITIES – Please indicate the patient's abilities**

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 meters <input type="checkbox"/> 100 - 200 meters <input type="checkbox"/> Other (please specify)	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 5 - 30 minutes <input type="checkbox"/> Other (please specify)	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify)	<b>Lifting from Floor to Waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 – 10 kilograms <input type="checkbox"/> Other (please specify)
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 – 10 kilograms <input type="checkbox"/> Other (please specify)	<b>Stair Climbing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 5 – 10 steps <input type="checkbox"/> Other (please specify)	<b>Ladder Climbing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> 1 – 3 steps <input type="checkbox"/> 4 – 6 steps <input type="checkbox"/> Other (please specify)	<b>Kneeling:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> No Ability <input type="checkbox"/> Other (please specify)
<b>Able to Use Public Transit</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Able to Drive Car?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		

RESTRICTIONS – Please indicate any physical Restrictions that apply			
<input type="checkbox"/> Bending/twisting/ repetitive movement of (please specify) <input type="checkbox"/> Work at or Above Shoulder Activity	Limited Pushing/Pulling with: <input type="checkbox"/> Left arm <input type="checkbox"/> Right arm <input type="checkbox"/> Other (please specify)	Limited Use of Hands Left                      Right <input type="checkbox"/> Grip <input type="checkbox"/> Pinch <input type="checkbox"/> Other	Exposure to Vibration <input type="checkbox"/> Whole Body <input type="checkbox"/> Hand/Arm <input type="checkbox"/> Other (please specify)
<input type="checkbox"/> Operating motorized equipment (e.g., company vans, maintenance equipment, other)	<input type="checkbox"/> Potential Side Effects from Medications (please specify):	<input type="checkbox"/> Chemical Exposure to (please specify)	
Any additional comments:			
COGNITIVE ABILITIES – Please indicate the patient's abilities			
Supervision of Others: <input type="checkbox"/> No restrictions <input type="checkbox"/> Unable to supervise	Tolerance of Deadlines: <input type="checkbox"/> No restrictions <input type="checkbox"/> Can deal with strict deadlines <input type="checkbox"/> Can deal with recurring deadlines <input type="checkbox"/> Can deal with occasional deadlines <input type="checkbox"/> Cannot deal with deadlines	Attention to Detail: <input type="checkbox"/> No restrictions <input type="checkbox"/> Can concentrate on detail with occasional breaks of non-detail work <input type="checkbox"/> Concentration on detail slightly limited <input type="checkbox"/> Concentration on detail severely limited	Task Responsibility and Independence: <input type="checkbox"/> No restrictions <input type="checkbox"/> Require allowance to leave work and access a quiet area as needed <input type="checkbox"/> Must work with a partner or be restricted to job shadowing <input type="checkbox"/> Unable to take primary responsibility for completing tasks
Ability to Cope with Confrontational Situations: <input type="checkbox"/> No Restrictions <input type="checkbox"/> Moderate ability to cope with confrontational situations <input type="checkbox"/> Unable to cope with confrontational situations	Performance of Multiple Tasks: <input type="checkbox"/> No Restrictions <input type="checkbox"/> Can handle multiple tasks but may require additional time <input type="checkbox"/> Can handle more than one task, but a limited number only <input type="checkbox"/> Can deal with only one task at a time	Memory: <input type="checkbox"/> No Restrictions <input type="checkbox"/> Has basic memory ability (i.e., can recall information that is applied to work tasks on a regular basis without rigid time constraints) <input type="checkbox"/> Poor memory recall of information	Cognitive Demands (select all that apply) <input type="checkbox"/> Capable of analytical thinking <input type="checkbox"/> Capable of making sound judgment <input type="checkbox"/> Able to take initiative <input type="checkbox"/> Able to problem solve and make decisions <input type="checkbox"/> Able to attain precise limits/standards
Any additional comments:			
Name of Attending Physician (please print)		Speciality	Telephone No. Fax No.
Address (number, street, city, province, postal code)			
Physician Signature		Date of examination (day/month/year)	

**Agreed to in A11:**

**LETTER OF UNDERSTANDING- STUDENT WORKERS**

Whereas the parties agree it is of mutual interest for operational and administrative purposes that the employment relationship between the City, Local 5167, and Students be clarified and adjusted so that all Students performing work currently within the scope of Local 5167 are put in the same position; and,

The parties hereby agree, to the following terms and conditions, as replacing all collective agreements in effect or deemed to be in force as per any applicable provincial legislation, between the City and Local 5167's bargaining units. However, for operational consistency the terms of the Local 5167 collective agreement shall be deemed as the operating agreement, as modified by this Memorandum.

1. The provisions of the Memorandum shall apply to all Students employed in the job classification set forth in Schedule "B" attached hereto and forming part of this Memorandum, and for clarification, the rate of pay set forth in the said schedule herein shall apply to all such Students.
2. The provisions of this agreement shall not apply to any Student Employee in any of the following positions:

- Playlot Leader	- Camp Counsellor
- Youth Leader	- Research Assistant
- Special Needs Counsellor	- Camp Kidaca Supervisor
- Day Camp Counsellor	- Swimming Pool Safety Assistant
- Skateboard Monitor	- Snack Bar Clerk
- Battlefield House Tour Guide	- Senior Snack Bar Clerk
- Basket Checkers	- Short Order Cook
- Pool Facilities	- Usher/Usherette
- Cashier/Receptionist	- Community Recreation Supervisor
- Safety Assistant	

While the parties have attempted to identify all positions/classifications where students are currently excluded it is understood the above list may not be complete. In the event additional positions or classifications of similar nature are determined appropriate for exclusion they shall be added to the list.

It is further understood that if, by mutual agreement of the parties or a decision of the Ontario Labour Relations Board, Local 5167 becomes the bargaining agent for the above noted classifications, or parts thereof, the parties hereto agree to negotiate inclusion of those Employees into this agreement.

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3. The parties agree that the Student job classifications set forth in Schedule "B" are exempt from any and all Job Evaluation Manual Procedures and Rating Manual for Job Evaluation and Wage Administration.
4. It is not the intent of the Employer to use Students as a means by which to reduce regular full time staff complement on a permanent basis, or to otherwise usurp the posting provisions of the collective agreement(s).
5. A Student is an Employee with the City, occupying a full time student position, during his or her regular school (**including high-school**), college or university vacation period, or in a student employment program, during his or her regular school, college or university session or vacation period or occupying a "co-operative education position" under a co-operative education program.
6. No Student shall be retained in employment beyond the second pay week of September unless employed as part of a co-operative education program or for those duties specifically related to grass maintenance in the Parks and Culture and Recreation Divisions. In any event, other than co-op students, no student eligible for employment beyond the second pay week of September shall be employed beyond the 31<sup>st</sup> of October. The use of Student Employees shall not result in a reduction to the permanent staff complement in any area.
7. Overtime that is scheduled and/or overtime resulting from a call-out shall only be offered to Students when no other qualified regular employees are available in the division in which the overtime is available.
8. Students shall not be entitled to shift premiums **except for outside student workers who will be entitled to evening and weekend shift premiums.**
9. Local 5167 recognizes that Students shall not be classed as "regular employees" and shall not attain seniority, shall not be eligible for benefits, and further, time spent in the service of the City as a Student shall not count towards a probationary period or accumulated aggregate service.
10. No Student shall be retained in work, or be hired to work, within any Local 5167 bargaining unit position until any Employees laid off from any Local 5167 bargaining unit have been recalled or otherwise offered employment, provided they have sufficient ability and qualifications to perform the work required.
11. Within each section and/or district and/or work location, qualified regular Employees will operate vehicles and/or equipment provided that such regular Employees are reasonably available at the start of the shift or whenever such vehicles or equipment must be operated. Where regular qualified Employees are not reasonably available Students who are available and qualified will be eligible to operate such vehicles and/or equipment. For further clarity, this provision is intended to ensure regular qualified Employees are afforded first opportunity to perform what are generally thought to be preferred duties.

The parties agree that, if there are problems with the application of this provision that cannot be resolved to Local 5167's satisfaction the following additional restriction shall apply:

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The parties agree that on giving fourteen (14) calendar days notice, the following provision shall apply to all Students working within the geographical area referred to as the former City pre-January 1, 2001.

No Student shall operate motorized equipment over 25 h.p. if regular qualified Employees could operate such equipment.

1. The parties agree **to bring forward to the Corporate** establish a Labour Management Committee ~~to deal with~~ any labour relations or operational disputes or issues arising out of the application of this Memorandum.
2. **For greater clarity, the Employer is not limited from hiring returning students beyond the fourth year of employment providing they continue to meet the definitions outlined in this Letter of Understanding.**

#### **SCHEDULE "B"**

##### **OUTSIDE STUDENT WORKERS**

Wage Rate    2019 - \$14.224  
                   2020 - \$14.452  
                   2021 - \$14.683  
                   2022 - \$14.918 **\$16.00 as per LOU agreed to April 1, 2022**

**\*Wages for 2023 to 2026 to receive negotiated general wage increase in Article 20**

##### **INSIDE STUDENT WORKERS**

<b>Year of Summer Employment</b>	<b>Year</b>	<b>Wage Rate</b>	<b>Percentage Entitlement Rate Match with maximum cap* per year</b>
1st			or 55% of Current CUPE 5167 job rate; whichever is greater; to a maximum of:
	2019	\$14.224/hr	\$18.854/hr
	2020	\$14.452/hr	\$19.156hr
	2021	\$14.683/hr	\$19.462/hr
	2022	\$14.918/hr	\$19.773/hr

2nd or 60% of Current CUPE 5167 job rate;  
whichever is greater; to a maximum of:

2019	\$14.224/hr	\$18.854/hr
2020	\$14.452/hr	\$19.156/hr
2021	\$14.683/hr	\$19.462/hr
2022	\$14.918/hr	\$19.773/hr

3rd or 65% of Current CUPE 5167 job rate;  
whichever is greater; to a maximum of:

2019	\$14.224/hr	\$18.854/hr
2020	\$14.452/hr	\$19.156/hr
2021	\$14.683/hr	\$19.462/hr
2022	\$14.918/hr	\$19.773/hr

4th and above or 70% of Current CUPE 5167 job rate;  
whichever is greater; to a maximum of:

2019	\$14.224/hr	\$18.854/hr
2020	\$14.452/hr	\$19.156/hr
2021	\$14.683/hr	\$19.462/hr
2022	\$14.918/hr	\$19.773/hr