

## MEMORANDUM OF SETTLEMENT

Between

**THE CITY OF HAMILTON**  
(hereinafter referred to as the "Employer")

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 5167 (MACASSA/WENTWORTH LODGE)**  
(hereinafter referred to as the "Union")

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute for negotiations.
2. The parties agree that the term of the collective agreement shall be from **April 1, 2023 to March 31, 2027**.
3. The parties agree that the collective agreement shall incorporate all the terms of the previous collective agreement which expired on **March 31, 2023**, together with this memorandum and all previously signed off amendments attached hereto.
4. The parties agree to the following amendments:

### SCHEDULE "A" – WAGES

Effective April 1, **2023** a general wage increase of **3.75%** for all classifications.  
Effective April 1, **2024** a general wage increase of **3.00%** for all classifications.  
Effective April 1, **2025** a general wage increase of **3.00%** for all classifications.  
Effective April 1, **2026** a general wage increase of **3.00%** for all classifications.

- 19.5 Shift Premium at ~~fifty five cents (\$0.55)~~ **seventy-five cents (\$0.75)** per hour will be paid for all hours worked after 6:00 p.m. and before 6:00 a.m.

Employees shall be paid a weekend premium of ~~seventy five cents (\$0.75)~~ **ninety-five cents (\$0.95)** per hour for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular shift premium.

- 4.9 All shifts that come available after the schedule has been posted shall be awarded as follows:
- (i) Part time and casual employees in order of seniority in the classification.
  - (ii) Concurrent employees in order of seniority in the classification.

- (iii) In the event that an employee does not wish to be called for additional shifts they shall advise their immediate supervisor in writing.
- (iv) All shifts awarded shall be based on the employees ~~stated~~ **submitted** availability.

29.1 Subject to sub-section two (2) of this section, the Agreement shall remain in force and effect from and including the 1<sup>st</sup> day of April ~~2019-2023~~, until the 31<sup>st</sup> day of March, ~~2023-2027~~ and from year to year thereafter unless within a period of ninety (90) calendar days before the 31<sup>st</sup> day of March in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal with or without modification of the Agreement or the making of a new Agreement.

## **APPENDIX "B" – SUMMARY OF BENEFITS**

Paramedical Services - maximum amount allowed:

...

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

Per treatment	- up to <del>\$30</del> <b>\$50</b>
Maximum number of treatments	- 12 per person per calendar year

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

...

b) ~~Masseurs~~ **Registered Massage Therapist** - when the patient's attending physician authorizes in writing that such treatment is necessary;

### **Vision**

Deductible - Nil.

100% reimbursement up to a maximum of ~~\$300~~ **\$450** per 24 consecutive months.

## **LETTER OF UNDERSTANDING – REDUNDANT POSITIONS - SCHEDULE A**

The parties hereby agree, on a without precedent or prejudice basis, that the following positions listed below have been declared redundant pursuant to Article 12 in the Collective Agreement.

Notwithstanding the above, if the positions listed below become active the parties hereby agree that these positions will fall within the scope of CUPE 5167 Lodges and will be included in and form part of Schedule A at the salary grade and daily



hours of work relative to its status as at the date of redundancy. Despite the foregoing, and for greater clarity, if any of the positions do become active and the responsibilities are different, the positions will be subject to the Job Evaluation process as set out in the collective agreement.

This letter of understanding will remain in effect unless the parties agree not to renew this letter of understanding in the course of collective bargaining.

SALARY GRADE	JOB CODE	POSITION
B	1839	Wheelchair Aide
G	6718	Quality Initiatives Coordinator

#### SCHEDULE "A" – WAGES

Salary Grade	Job Code	Position Title	Hours Per Week	Steps
B	1839	Wheelchair Aide	0-24	1
				2
				3
C	307	Cleaner/Porter (prev Cleaner)	35	1
	805	Housekeeping Aide	35, 0-24	2
	902	Laundry Aide	35, 0-24	3
	6703	Receiver/Cleaner	35	
D	508	Dietary Aide	35, 0-24	1
				2
				3
E				
F	215	Lodge Clerk	35, 0-24	1
	389	Cook	35, 37.5, 0-24	2
	5537	Day Program Aide	0-24	3
	782	Personal Support Worker (prev Health Care Aide)	35, 0-24	
G	6304	Nursing Coordinator	35	1
	6718	Quality Initiatives Coordinator	35	2
				3
I	1331	Registered Practical Nurse	35, 0-24	1
				2
				3
				4

Salary Grade	Job Code	Position Title	Hours Per Week	Steps
J	113	Admissions Counsellor/Vol Coord-WL	35	1
	487	Day Program Recreationist	35, 0-24	2
	6714	Program Coordinator-Adult Day Program	35	3
	1317	Recreationist	35, 0-24	4
	1741	Volunteer Coordinator	35	
K	114	Admissions Coordinator	35	1
				2
				3
				4
N	6081	Clinical Dietitian	35, 0-24	1
	1430	Social Worker	35, 0-24	2
				3
				4

5. The parties agree the Union will conduct a separate vote regarding whether the Letter of Understanding – Alternative Schedule Trial herein shall be implemented or shall remain the current four (4) days on duty followed by two (2) days off duty. In the event the Union advises that the Letter of Understanding shall be implemented, the New Letter of Understanding below shall form part of the collective agreement. If the Union advises that the Letter of Understanding shall not be implemented, this Letter of Understanding shall expire and not be included in the collective agreement. For clarity the Letter of Understanding shall be ratified by the Bargaining Unit members prior to any notification being sent out.

#### **LETTER OF UNDERSTANDING – ALTERNATIVE SCHEDULE TRIAL**

**Whereas the parties wish to collaboratively address the scheduling matter noted above in the interest of providing a mutually agreeable resolution for all parties;**

**And whereas it has been identified that Employees desire an Alternative 7-Day Week Shift Schedule to the current four (4) days on duty followed by two (2) days off duty;**

**The parties hereby agree that the following agreement will set out the terms and conditions for the implementation of an Alternative 7-Day Week Shift Schedule Trial on a two (2) year trial basis:**

- a) **All Employees working on a schedule of four (4) days on duty followed by two (2) days off duty will participate in the Alternative Schedule Trial. This does not include regularly scheduled part-time Employees who work three (3) days on duty followed by three (3) days off duty or on-call**



part-time employees, as well as two (2) days on duty followed by four (4) days off duty.

- b) The Alternative 7-day Week Shift Schedule attached (Appendix A) will be trialed for two (2) years.
- c) The Employer will confirm the start date of the trial no later than September 30, 2024. The potential implementation of the trial (i.e. start date) will be between January 1, 2025 to December 31, 2026.
- d) The Employer and the Union have the right to provide six (6) months written notice to revert back to the four (4) days on duty followed by two (2) days off duty schedules. All Shift Schedules and amendments to the Collective Agreement, necessary for the introduction of this trial, will revert to the pre-trial language. It is further agreed that in the event that either party sends written notice to revert back to the four (4) days on duty followed by two (2) days off duty schedules the parties shall meet to discuss what the concern(s)/issue(s) are in an effort to resolve the concern/issue.
- e) Any schedule changes made by Employees beginning the alternative schedule or exiting the alternative schedule shall not result in any additional cost to the Employer (i.e. overtime).
- f) The parties agree to meet no later than six (6) months prior to the end of the trial to discuss whether or not this trial was a success.
- g) The parties agree that the Alternative 7-Day Week Shift Schedule must meet the operational needs of Wentworth and Macassa Lodge(s). If the Department or the Bargaining Unit members raise a concern, the parties agree to meet and discuss.

## Appendix A

Week	Rotation	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	A	X	W	W	W	W	X	X
	B	W	X	X	W	W	W	W
	C	W	W	W	X	X	W	W
Week 2	A	W	W	W	X	X	W	W
	B	X	W	W	W	W	X	X
	C	W	X	X	W	W	W	W
Week 3	A	W	X	X	W	W	W	W
	B	W	W	W	X	X	W	W
	C	X	W	W	W	W	X	X
Week 4	A	X	W	W	W	W	X	X
	B	W	X	X	W	W	W	W
	C	W	W	W	X	X	W	W
Week 5	A	W	W	W	X	X	W	W
	B	X	W	W	W	W	X	X
	C	W	X	X	W	W	W	W
Week 6	A	W	X	X	W	W	W	W
	B	W	W	W	X	X	W	W
	C	X	W	W	W	W	X	X

6. The parties agree that the previously signed off amendments attached herein and the previously signed off agreed-to items listed below form the full and final Memorandum of Settlement between the parties in this round of negotiations:

- a. A1 – June 23, 2023
- b. A2 – July 18, 2023
- c. A3 – July 18, 2023
- d. A4 – September 11, 2023
- e. A5 – September 11, 2023
- f. A6 – October 18, 2023
- g. A7 – October 20, 2023
- h. A8 – November 14, 2023
- i. A9 – November 21, 2023
- j. A10 – November 21, 2023
- k. A11 – November 21, 2023
- l. A12 – November 22, 2023
- m. A13 – November 22, 2023
- n. A14 – January 9, 2024
- o. A15 – January 9, 2024



7. The parties agree that the amendments to the collective agreement shall be effective sixty (60) days post ratification except as provided otherwise in these terms of settlement. The date of ratification will be the date the Union or the Employer ratifies the Memorandum of Settlement, whichever is later.
8. The parties agree that general wage increases shall be retroactive to April 1, 2023. All Employees in the CUPE 5167 Lodges bargaining units who are on the active payroll as of the date of the ratification of the collective agreement or those Employees who have retired during the term of this Agreement but prior to ratification will be eligible for the economic increases, exclusive of any specialty or premium pay increases. Employees who have left the employ of the City of Hamilton or have transferred outside the CUPE 5167 Lodges bargaining unit since April 1, 2023 will have sixty (60) days from the date of ratification to submit a claim for retroactivity. In the event an Employee has passed away during the term of this agreement but prior to ratification, the Employee's estate will have sixty (60) days from the date of ratification to submit a claim for retroactivity for the economic increases exclusive of any specialty or premium pay increases.
9. The undersigned representatives of the parties agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.

Signed at Hamilton, Ontario, this 24<sup>th</sup> day of January, 2024.

**For the Employer:**

**For the Union:**

J. Shott  
Edward  
Lisa Phelps  
H. Allcroft  
K. Manohar  
G. J. ...

[Signature]  
Pam Curice  
Blair  
Anna  
[Signature]  
D. Smith  
[Signature]

# #A1

## Agreed-to-Items

Between

City of Hamilton

And

Canadian union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)

The parties agree to the attached amendments to the Collective Agreement

Signed at Hamilton, Ontario, this 23<sup>rd</sup> day of June, 2023.

For the Employer

For the Union

J. Scott

James A. Hunter

Sally Casaroli

A. Fung

Lisa Phelps

[Signature]

K. Marshall

[Signature]

[Signature]

[Signature]

[Signature]

Pam Curcio

Rebecca Lamo

[Signature]

[Signature]



**The parties agree to the following housekeeping language amendments:**

- Change gender specific pronouns She/Her, He/Him/His to gender neutral pronouns They/Them/Their throughout the agreement.
- Change Director of Employee and Labour Relations to Director, Employee Health and Labour Relations throughout the agreement.
- Change Lay-off to Layoff throughout the agreement.
- Add "Article" before any reference to Article numbers throughout the agreement (i.e. Clause Article 4.5).
- Capitalize all reference to Articles throughout the agreement.
- Capitalize all reference to Employee and Employer throughout the agreement.
- Capitalize all reference to Union and Member.

**The parties agree to the following language amendments:**

**5.12 Overtime Allocation**

All overtime work shall be offered in seniority order to the appropriately classified Employees in the reporting Lodge. For clarity, it is understood that all overtime call in shifts shall be awarded based on seniority in the classification.

Employees ~~may~~ **shall** provide one (1) phone number to their supervisor for any call out overtime purposes.

In the event that an employee does not wish to be called for additional shifts they shall advise their immediate Supervisor in writing.

**13.13 Loss of Seniority for Full Time Employees**

- (a) An employee's seniority rating and credited service shall be severed by reason of:
  - (i) dismissal for just cause, or
  - (ii) voluntary resignation, or
  - (iii) failure to report for work within a period of seven (7) days after receipt of notice to return to work after a lay-off, or
  - (iv) a lay-off or transfer/posting into a managerial position extending continuously for a period of twelve (12) months, or

- (v) Absence without leave without sufficient reason.
- (b) An employee's seniority rating shall be broken and deemed frozen by reason of:
  - (i) A lay-off extending beyond one (1) month, or
  - (ii) A transfer/posting into a managerial position, or
  - (iii) Any unpaid leave of absence period other than Union leaves contemplated within this Collective Agreement, those legislated by the Employment Standards or Employment Insurance Act.

The seniority list shall be posted, by bargaining unit, in each Department and sub-department by **March 15th and September 15th** of each calendar year. The Union has thirty days from **March 15th and September 15th** to challenge this list. The seniority list shall include the employee's name, seniority date, employee number and classification. **An electronic copy of the seniority list, when posted, shall be sent to the Executive Administrator of CUPE Local 5167.**

13.5 Employees with the same hours worked shall have their seniority ranking determined by lottery, as administered by the **Executive Administrator of the Union.**

16.16 Subject to the provision of Section 16.14, a Steward will assist in the Grievance Procedure as set forth in Section 16.2 except that in the absence of the Steward, ~~the Chairman of the Grievance Committee may act in their place.~~ **the Unit Vice President and/or Union Vice President (or designate) may act in their place.**

**The parties agree to renew the following Letters of Understanding:**

LETTER OF UNDERSTANDING - JOINT COMMITTEE - RETURN TO WORK

**The parties agree to renew the following Letters of Understanding with amendments:**

**LETTER OF UNDERSTANDING - STUDENT NURSES**

Whereas the parties agree it is of mutual interest for operational and administrative purposes to have nursing students, who are enrolled in University or College RN and RPN Academic Programs and have successfully completed the first year of the program, to be hired during the summer months to provide summer relief.



The provisions of the Memorandum shall apply to all Nursing Students employed in the ~~Health Care Aide~~ **Personal Support Worker** job classification during the period of May 1 to September 30 of each calendar year.

Duties to be performed would be the full scope of the ~~Health Care Aide~~ **Personal Support Worker** position.

Rates of pay would be as follows:

1st year with the Employer	65% of 1st step of <del>Health Care Aide</del> <b>Personal Support Worker</b> Position
2nd year with the Employer	70% of 1st step of <del>Health Care Aide</del> <b>Personal Support Worker</b> Position
3rd year with the Employer	75% of 1st step of <del>Health Care Aide</del> <b>Personal Support Worker</b> Position

It is not the intent of the employer to use Summer Students as a means by which to reduce regular full time staff complement, or to otherwise usurp the posting provisions of the collective agreement.

Overtime shall only be offered to Students when no other qualified regular employees are available and would be paid according to the Employment Standards Act.

Students shall not be entitled to shift premiums.

Local 5167 recognized that Students shall not be classed as "regular employee" and shall not attain seniority, shall not be eligible for benefits, and further, time spent in the service of the Employer as a Student shall not count towards a probationary period or accumulated aggregate service.

Part-time and On-call Part-time would be requested to submit availability for May 1 to September 30 in advance of Nursing Students being scheduled, in order to ensure no loss of opportunity/hours for Part-time and On-call Part-time.

# #A2

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement

Signed at Hamilton, Ontario, this 18<sup>th</sup> day of July, 2023.

For the Employer

For the Union

J. Hott

Kelly Osardi

H. Alescott

K. Mawman

Lisa Phelps

Jim Fox

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

James A. Martin

Ive Linder

Donna

Sharon Estey

J. McCall

Pam Currie

B. H.

\_\_\_\_\_

\_\_\_\_\_



**The parties agree to the following:**

**12.10 Promotion Grievances**

The Union acknowledges that in matters of promotion the function of the Union in dealing with complaints or grievances arising out of such promotions will consist of satisfying itself that all relevant facts and circumstances relating to an employee qualifications as outlined in ~~Article 12.2~~ **12.3** above, have been adequately and objectively considered by the Employer and any grievance arising out of promotions shall be confined to these considerations.

15.3 Upon written request to the Director of **Employee Health** and Labour Relations, an Employee shall have access during regular working hours to their file retained in the Human Resources Centre. They shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The Employee shall not remove any documents from such file. A Union representative may see an Employee's file with the Employee's written consent.

16.5 (a) When the dispute involves:

- (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, termination, lay offs, and recalls shall proceed immediately to the second step of the grievance procedure at the discretion of the Union.
- (v) **The application of "Appendix C" Income Protection Plan.**

~~29.2 The Employer agrees to meet with the Bargaining Committee of the Union within fifteen (15) days after receipt of the notice in writing of the desire to bargain.~~

29.32 This Agreement shall express the full and complete understanding of the parties on all matters contained herein and specifically with respect to remuneration, benefits and working conditions, and it is understood and agreed that this Collective Agreement is the sole Collective Agreement between the Employer and the Union.

29.43 Sections of this Agreement, where indicated, pertain to part-time employees only.

## **SECTION D**

### **LONG TERM DISABILITY PLAN**

#### **20. EXCEPTIONS AND LIMITATIONS**

##### **(a) Disabilities Not Covered**

No benefits are payable for any Disability directly or indirectly related to:

- (i) Self-inflicted injuries or illness, whether the Employee is sane or insane.
- (ii) War, insurrection, the hostile actions of any armed forces or participation in a riot
- (iii) Medical or surgical care which is not Medically Necessary.
- (iv) Injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the Employee's blood contained more than 80 milligrams of alcohol per 100 milliliters of blood at the time of injury.
- (v) Abuse of addictive substances, including drugs and alcohol, unless the Employee is actively participating and co-operating in an in-patient medical treatment program for the substance abuse which has been approved by the Administrator, acting on behalf of the employer.

##### **(b) Periods for Which the Employee is Not Entitled to Benefits**

The Employee is not entitled to benefit payments for any period that the Employee is:

- (i) Not receiving from a Physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by the Administrator, acting on behalf of the employer.
- (ii) Receiving Employment Insurance or maternity pregnancy or parental benefits.
- (iii) On lay-off during which the employee becomes Totally Disabled.
- (iv) On a leave of absence during which the employee becomes Totally Disabled.
- (v) Receiving benefits under an employer-sponsored salary continuance or short-term wage loss replacement plan.



- (vi) Working in any occupation, except as provided for under the Rehabilitation Assistance provision.
- (vii) Incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court.

# #A3

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 18<sup>th</sup> day of July, 2023.

For the Employer

For the Union

J. Shott  
Deely Casardi  
Lisa Phelps  
OK. Albrecht  
Khamahak  
gfr

James Hunter  
Pam Currie  
Harvor  
Sue Lusk  
Breell  
Shannon Estey

[Signature]



**The parties agree to the following:**

**APPENDIX "D" - LABOUR MANAGEMENT COMMITTEE**

1. The purpose of the Labour Management Committee is to:

- (a) foster satisfactory working conditions and terms of employment for all employees who are subject to this agreement, within the terms and provisions of the Collective Agreement;
- (b) foster effective and productive communication between the parties and the promotion of constructive and harmonious relations;
- (c) reflect the recognition by the Employer that staff are the lodges' most valuable resource and that the effective utilization of staff is vital for the Lodges to achieve expected outcomes;
- (d) promote a climate of mutual respect, trust and integrity;
- (e) provide for efficient and fair internal resolution of concerns and complaints.

2. The Employer shall designate a co-chairperson from the Lodge's senior management group to represent the Lodge, and that official may designate four (4) others to assist him/her ~~them~~. The Union representation shall be no more than four (4) members of the Union in the Lodge, as determined by the Union, ~~one of which~~ **the Unit Vice President (or designate)** shall be the Union co-chairperson, plus the President of CUPE Local 5167, or his/her ~~their~~ designate. **For clarity, it is understood that two (2) members of the committee shall be from Wentworth Lodge and two (2) members from Macassa Lodge.**

It is understood that equal numbers of management and union members are required for quorum.

It is understood that both co-chairs must be present at all meetings.

3. Notwithstanding 2 above, either party may invite one or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior agreement of the other party is secured. Agreement by either party will not be unreasonably denied.

- (a) Meetings of the Labour Management Committee shall be held once every two (2) months.
- (b) The parties will be requested to submit items or issues for discussion a minimum of fourteen (14) calendar days prior to the scheduled date of the meeting. Co-chairs will take responsibility of finalizing and forwarding the agenda to committee members at least seven (7) calendar days in advance of the scheduled meeting. Additional items may be added prior to or at the meeting with the mutual consent of both the parties.

4. Notwithstanding 3 above, either party to this Agreement may formally request that a special meeting of the Labour-Management Committee be held and, provided both parties concur, the meeting shall be convened within ten (10) calendar days of the formal request.
5. The Lodge agrees to provide the Labour Management Committee with the resources and support necessary to ensure that the Committee's purpose and function, including consultation and communication with staff where required, can be satisfactorily accomplished.
6. It is agreed that the following items will not be the subject of an agreement:
  - (a) Any matter affecting an individual shall not be brought to the committee for resolution;
  - (b) Any matter(s) that alters the collective agreement;
  - (c) Any matter already referred to the grievance procedure.
7. Minutes of the meeting shall be circulated first to the co-chairs for review and signed approval. Minutes shall not reflect individual speakers but shall refer to speakers as either Union or Management, respectively. Once approved by the co-chairs, the Minutes shall be copied and forwarded to Committee Members. Once approved by the Committee, a copy of the minutes will be placed on each Union bulletin board.

It is understood that, in addition to the above, the Labour Management Committee will participate, at the request of city management, in any Labour Management meetings that pertain to both the lodges and the broader City of Hamilton.

# #A4

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 11<sup>th</sup> day of September, 2023.

For the Employer

For the Union

gshott  
deley, eduardi  
Lisa Phelps  
Kmanochak  
to. allison ft  
gr

ft mor  
that for Jason Lucas  
ft  
Donally  
Barbara Stey  
my  
Ive Luvall



The parties agree to the following:

~~22—SHIFT DETERMINATION~~ *\*Move Article 22 language to Article 4.4 and renumber subsequent provisions in Article 4 as necessary.*

#### 4.4 Shift Determination

The Employer and the Union agree that the present practice, whereby employees are assigned to the shift of their choice on a permanent basis, shall be continued, provided that present employees shall have the opportunity to change to another shift when an opening occurs, in accordance with their seniority. The foregoing practice shall only apply to the present employees. An opening as set out above shall refer to positions of a similar classification.

The following provision applies to part-time employees only:

Employees may indicate their shift preference and every reasonable effort will be made to recognize such choice in scheduling, all of which, however, is subject to the efficient operation of the Lodge.

~~22—SHIFT DETERMINATION~~ *\*Move (g) from Article 9.3 and insert as Article 22.*  
**22 – IMMUNIZATION**

(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 by the Employer during an outbreak period as determined by the Medical Office of Health in order for the Employee to attend work and in the event that the Employee refuses the immunization or its substitute by substantiated refusal on the basis of medical or religious grounds the employee will be placed on unpaid leave with no loss of seniority. In this event the **Employee refuses the immunization or its substitute by substantiated refusal on the basis of medical or religious grounds** the Employer agrees to take reasonable steps to provide suitable alternative work arrangements. It is further understood that if any employee cannot be provided with alternative work arrangements the employee shall have the option of utilizing authorized existing credits in the following order: accumulated sick leave credits, lieu time, statutory holiday day(s) or any unused vacation credits so as not to go without pay.

**The parties agree to the following:**

- 19.2 ~~Anniversary increases will be granted as merited and may be refused or deferred on the recommendation of the Administrator or Designate. When an anniversary increase is refused or deferred, the reasons for such action shall be given to the employee in writing through the Performance Appraisal process.~~

~~The Employer will endeavor to provide Performance Appraisal interviews annually prior to the employee's anniversary date.~~

**An Employee's anniversary date shall be the commencement of the pay period commencing with or following the Starting Date or the date of Promotion. Anniversary increases will be granted on an Employee's anniversary date.**

**For part-time Employees, anniversary increases shall become effective based on hours worked in the position following the starting date or date of promotion, with 1830 hours equalling a year.**

**The parties agree to the following:**

***Renew the Letter of Understanding and include the current MLTSD information sheet.***

## **LETTER OF UNDERSTANDING – EXTRA HOURS OF WORK AGREEMENT**

In accordance with Section 17 of the Employment Standards Act, 2000, the parties agree as follows:

### **1. Regular Work Day**

#### **(i) Full-Time Employees**

The regular work day for Employees listed in Schedule "A" of the CUPE Local 5167 Lodges Collective Agreement has been established as outlined in the CUPE Local 5167 Lodges Collective Agreement.

#### **(ii) Part-Time Employees**

The normal hours of work for part-time Employees shall be defined in Schedule "A" and as per Article 4.7 of the CUPE Local 5167 Lodges Collective Agreement.

### **2. Extra Daily Hours**

The Union and the Employer agree to allow our members/your employees covered under the CUPE Local 5167 Lodges Collective Agreement to voluntarily work overtime beyond their regular scheduled work day to the

maximums allowed under the Employment Standards Act, 2000 and its regulations and, where applicable, the Long Term Care Act and its regulations.

3. Extra Weekly Hours

The Union and the Employer further agree to allow our members/your employees covered under the CUPE Local 5167 Lodges Collective Agreement to voluntarily work overtime beyond their regularly scheduled work week to a level beyond sixty (60) hours per week as outlined in the Employment Standards Act, 2000 and its regulations and, where applicable, the Long Term Care Act and its regulations.

4. Scheduling

The scheduling of additional hours shall be administered in accordance with the overtime provisions of the CUPE Local 5167 Lodges Collective Agreement.

5. Information Sheet

As required under the Employment Standards Act, the parties agree that by providing the Union with the *Information for Employees About Hours of Work and Overtime Pay* information sheet, both parties' obligations relative to notification and acceptance under the act have been fulfilled.

6. Termination of Agreement

The parties agree that either party shall have the right to terminate this agreement with two (2) weeks written notice to the other party.



## Ministry of Labour, Training and Skills Development

## Hours of Work and Overtime Pay

**Disclaimer:** This resource has been prepared to help employees and employers understand some of the minimum rights and obligations established under the Employment Standards Act, 2000 (ESA) and regulations. It is not legal advice. It is not intended to replace the ESA or regulations and reference should always be made to the official version of the legislation. Although we endeavor to ensure that the information in this resource is as current and accurate as possible, errors do occasionally occur. The ESA provides minimum standards only. Some employees may have greater rights under an employment contract, collective agreement, the common law or other legislation.

The [Employment Standards Act, 2000](#) (ESA) sets minimum standards for most workplaces in Ontario, including hours of work and overtime pay. This information sheet provides information about the general rules in Ontario about hours of work and overtime pay.

Under the ESA, some jobs or industries have special rules or exemptions for hours of work and overtime. For more information and to learn if your job has special rules or exemptions, go to [Ontario.ca/ESAtools](https://Ontario.ca/ESAtools).

### Hours of work

You cannot be required to work more than eight hours a day or the number of hours in your regular work day if your regular work day is longer than eight hours. You also cannot be required to work more than 48 hours in a week.

### Rest periods and eating periods

Your employer must give you a 30-minute eating period after working no more than five hours of work, or two shorter eating periods equal to 30 minutes within a five-hour period, if the employer and employee agree.

Your employer must give you 11 consecutive hours off work in each 24-hour period. You must also have 24 straight hours off work each work week, or 48 straight hours off every two work weeks.

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v. October 2020

1

### Overtime averaging

You and your employer can agree in writing to average your hours over two, three or four weeks to determine overtime pay, if any. This means your overtime pay is based on the average number of hours you work in the period set out in the agreement rather than each week. You do not have to agree to overtime averaging if you do not want to.

These agreements must contain a start date and an expiry date and generally cannot last longer than two years. Generally, you or your employer cannot end the averaging agreement before the expiry date, unless you and your employer both agree, in writing, to end it. If you are represented by a trade union, your union can make agreements with your employer on your behalf. These agreements will last no longer than when the next collective agreement takes effect.

For more information about overtime and averaging agreements visit [Ontario.ca/overtime](https://ontario.ca/overtime).

### You cannot be punished for asking about or using your ESA rights

If you ask about or exercise your rights under the ESA your employer cannot punish you in any way, including by ending your employment.

### You cannot agree to give up your rights

You cannot agree or sign a contract to give up any of your rights under the ESA. These agreements or contracts are invalid. For example, if you sign a contract saying your employer does not have to pay you overtime, this agreement would be invalid.

### For more information or to file a claim

For more information about the ESA visit [Ontario.ca/ESAguide](https://ontario.ca/ESAguide)

If you have questions about the ESA you may also call the Employment Standards Information Centre at 416-326-7160, toll free at 1-800-531-5551, or TTY 1-866-567-8893. Information is available in many languages.

If you believe that you have not received your rights under the ESA, you can file a claim with the Ministry of Labour, Training and Skills Development at [Ontario.ca/ESAclaims](https://ontario.ca/ESAclaims).

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v. October 2020

# #A5

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 11<sup>th</sup> day of September, 2023.

For the Employer

For the Union

J. Scott

Nelly Odoardi

K. Odoardi

K. Odoardi

Lisa Phelps

G. J.

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\_\_\_\_\_

Blank for Jason Lucas

[Signature]

L. Small

Sharon Totey

[Signature]

J. L. Odoardi

[Signature]

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**The parties agree to the following:**

- 5.5 An employee shall have the right to request lieu time rather than payment as set out in the foregoing sections. This lieu time shall be granted at a time mutually agreed to by the employee and the Administrator or Designate, taking into account the operational requirements of the section in which the employee works. The exception to the foregoing shall be the right of the employee to request, or the Administrator or Designate to initiate, payment of the accumulated lieu time in the month of December. Every Employee shall have the right to bank overtime to a maximum balance of ~~forty (40)~~ **forty-eight (48)** hours of lieu time.

**LETTER OF UNDERSTANDING – LEAVE FOR UNION VICE PRESIDENT**

The parties agree that, for the life of the current Collective Agreement the Unit Vice-President will be provided with a leave of absence for Union business for two (2) shifts per week.

The Employer and Union will meet to discuss the benefits of this trial leave of absence for Union business.

The leave of absence will be funded based on a 50/50 cost share arrangement between the parties.

~~The parties further agree to meet no sooner than six (6) months post date of ratification to discuss the Unit Vice President function including workload, with a view of piloting a third day to the Unit Vice President leave.~~

# #A6

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 18<sup>th</sup> day of October, 2023.

For the Employer

For the Union

J. Bott

J. L. [Signature]

L. Maushat

[Signature]

L. [Signature]

[Signature]

M. [Signature]

James [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

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The parties agree to the following:

The Employer withdraws its proposal for a two-week maximum in Article 6.09.

6.10 ~~Vacation requests for the period of May 1<sup>st</sup>, 2022 to December 31<sup>st</sup>, 2022 shall be filed by February 1<sup>st</sup>, 2022 and posted March 1<sup>st</sup>, 2022. Vacation requests for the period January 1<sup>st</sup>, 2022 to April 30<sup>th</sup>, 2022 shall be filed by October 1<sup>st</sup>, 2021 and posted by November 1<sup>st</sup>, 2021.~~

~~Vacation requests for the January 1<sup>st</sup> to December 31<sup>st</sup>, 2023 calendar year shall be submitted by October 1<sup>st</sup>, 2022 and posted by November 15<sup>th</sup>, 2022.~~

Vacation requests for January 1<sup>st</sup> to December 31<sup>st</sup> shall be submitted by October 1<sup>st</sup> of the preceding calendar year. The Employer shall post the next calendar year's vacation allotment no later than November 15<sup>th</sup>.

An Employee may utilize up to seven (7) days' vacation entitlement, one day at a time, subject to the operational requirements of the individual department. The number of days to be utilized in this fashion may be extended by mutual consent.

Employees in temporary positions will have their originally approved vacation granted in so far as it is practicable to do so, subject to operational requirements.

Vacation scheduling will be done by seniority in the classification.

Decisions regarding vacation scheduling will not be made in an arbitrary manner.

#### **LETTER OF UNDERSTANDING – VACATION SCHEDULING BY SHIFT AND CLASSIFICATION WITHIN EACH LODGE**

In an effort to increase the number of employees that are able to be granted vacation, the Parties agree to trial scheduling vacation by seniority in the shift and classification within each Lodge for the January 1, 2025 - December 31, 2025 and January 1, 2026 - December 31, 2026 vacation periods.

The goal of this trial is to determine whether there is an increase in the number of employees that are able to be granted their preferred vacation. The Parties agree to meet in February 2025 and February 2026 to review and determine whether the vacation scheduling trial achieved the desired goal and if the Vacation Scheduling Trial should continue for the following year. The Employer shall provide confirmation of the number of staff that would have had approved vacation prior to the Trial period and the Employer shall provide the number of staff that have had vacation approved under the Trial Period.

By mutual agreement, this trial shall continue to the January 1, 2027 - December 31, 2027 vacation period. Unless both Parties agree to extend this Trial, this Letter of Understanding is deemed expired and the Parties agree to revert to the vacation scheduling language as outlined in Articles 6.9 and 6.10 of the Collective Agreement.



# #A7

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 20<sup>th</sup> day of October, 2023.

For the Employer

J. Hott  
x aircraft

K. Mavichak  
Lisa Huff  
JS-

For the Union

James Hunter  
Small

Shannon Stuy  
J. Miller

B. A. A.  
Rene Curje  
ATM

**The parties agree to the following:**

- 6.12 (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), accident while on duty, and leaves of absence as defined under Article 10 (with the exception of Articles 10.09 and **Article 10.11**). All other period of absence other than those noted above will reduce the employee's aggregate credited service for the purpose of granting vacations.
- (b) **Notwithstanding Article 6.13 (a), an Employee will not accrue vacation while off work and in receipt of Long Term Disability (LTD) benefits.**
- 10.13 ~~Family Responsibility Leave, Family Caregiver Leave, Family Medical Leave, Critically Ill Childcare Leave, Crime-related Child Death or Disappearance 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 applicable 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.

**The parties agree to renew the Letter of Understanding – Ergonomic Assessment.**

# #A8

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 14<sup>th</sup> day of November, 2023.

For the Employer

For the Union

G. Scott

Melby Odeardi

K. Mancharak

A. Allcroft

G. Smith

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B. Scott

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J. Landolt

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Pam Conic

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Shannon Cotey

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**The parties agree to the following:**

## **12.2 Permanent Vacancies**

All permanent vacancies will be awarded through the posting process either by a periodic post or an individual vacancy posting.

When a permanent position becomes vacant in a classification within a department for which there is an active eligibility list through a periodic post, the senior employee on the most recent active eligibility list shall be awarded the permanent position. **position will be offered in order of seniority to applicants of the current active eligibility list. For clarity, seniority of qualified staff will be the determining factor in awarding the vacancy.**

When a position becomes vacant within a classification where no periodic post is active, the vacancy shall be posted as per Article 12.1 as a periodic post or individual vacancy.

**The parties agree to mutually withdraw their proposals on Article 12.4.**

**The parties agree to mutually withdraw their proposals on Article 12.8.**

# #A9

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 21<sup>st</sup> day of November, 2023.

For the Employer

J. Holt

Melley Edwards

K. Kneuscha

H. A. Wright

Sheff

G. J. Jr

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For the Union

D. L. Wallace

M. W. Z

Pam Currie

B. Green

S. G. G. G.

[Signature]

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[Signature]

**The parties agree to the following language amendments:**

- **The Employer agrees to withdraw their proposal on Article 15.2.**
- **The Employer agrees to withdraw their proposal on Article 15.4.**
- **The Union agrees to withdraw their proposal on Article 18.1.**

#### **NEW ARTICLE XX - EMPLOYEE RESPONSIBILITY**

**X.1 The Employee shall notify the Human Resources Department, their immediate Supervisor, and the Executive Administrator of the Union in writing or electronic notification, of any change in their personal contact information, including mailing address, phone number and email (if the employee chooses to provide their email address), within one (1) week of any such change.**

**The Employee shall notify the Human Resources Department in writing or electronic notification, of any change in their dependent status, within two (2) weeks of any such change.**

**The Employee shall save the Employer and the Union harmless in any action or inaction resulting from the Employee not making the required changes in records as noted above.**

**All Employees shall be required to make the necessary arrangements to receive their pay by direct deposit and report to the Employer any changes to their direct deposit information.**

#### **LETTER OF UNDERSTANDING – GRIEVANCE MEDIATION**

**The parties agree that mediation hearings will be scheduled in the months of May and November or as close as possible to these months, subject to the availability of the parties and the mediator.**

**The Union shall send the draft agenda to the Employer no later than thirty (30) calendar days prior to the scheduled meeting. It is understood that the parties maintain a right to deny hearing a grievance at mediation.**



# #A10

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 21<sup>st</sup> day of November, 2023.

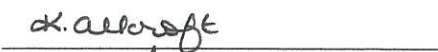
For the Employer

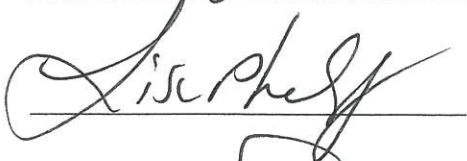
For the Union





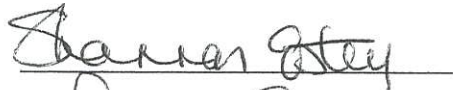


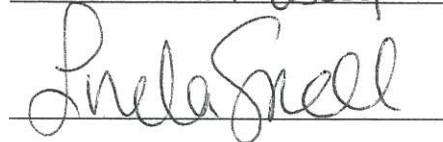






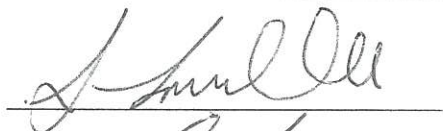


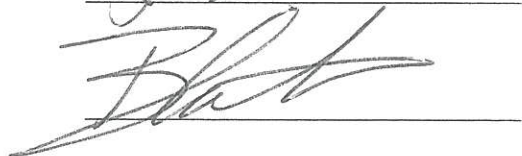












**The parties agree to the following language amendments:**

- **The parties agree to mutually withdraw their proposals on Article 10.1.**

**13.7 a)** When an employee works in a temporary assignment outside of the scope of CUPE 5167 Lodges, seniority shall be administered in the following manner:

<del>Assignments up to 12 months:</del>	<del>Seniority shall continue to accumulate, then;</del>
Assignments over 12 months up to 24 months:	Seniority shall be frozen and will not accumulate, then;
Assignments over 24 months:	Seniority shall be adjusted to probation plus one (1) hour.

- b)** An Employee who holds a permanent position in this bargaining unit and has not actively worked in their permanent home position for twenty-four (24) months because they have been working in a temporary position outside of the bargaining unit, shall be provided with thirty (30) days' written notice and shall either return to their permanent home position or it shall be deemed abandoned. A copy of the written notice shall be sent to the Executive Administrator of the Local.

If the Employee elects not to return to their permanent (home) position, they shall be provided with a layoff notice in accordance with Article 12.12 at the conclusion of their temporary position. In the event that the employee elects not to return to their permanent position the position shall be awarded as per the collective agreement.

# #A11

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 21<sup>st</sup> day of November, 2023.

For the Employer

J. Hott  
M. Mamehah  
Shelly Edwards  
K. A. Wright  
Asc. Phelps  
G. Smith

For the Union

[Signature]  
Dan Ostry  
Donnell  
Pam Currie  
[Signature]  
[Signature]



The parties agree to the following language amendments:

- The Union agrees to withdraw its proposals on Article 31.1 (Bridging).
- The Employer agrees to withdraw its new Letter of Understanding – Seniority proposal.
- The parties agree to mutually withdraw their proposals on Appendix “E” – Job Posting.

20.6 ~~The Employer shall provide all new employees with a copy of the Collective Agreement and Union contact information in the orientation information package. Furthermore,~~ The Employer agrees to provide new employees with thirty (30) minutes during the worksite orientation to meet with a Union official, **virtually or in-person**, for the purpose of familiarizing the new employees with the Collective Agreement.

# #A12

## Agreed-to-Items

Between

City of Hamilton







And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**


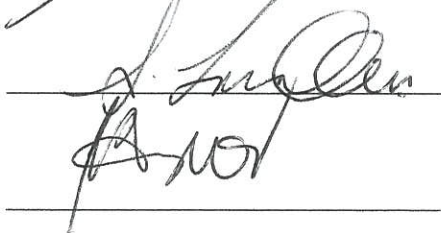

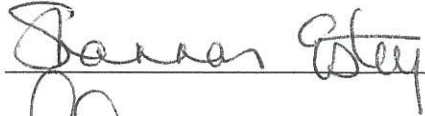


The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 22<sup>nd</sup> day of November, 2023.

For the Employer

  
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For the Union

  
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The parties agree to the following language amendments:

- The Union agrees to withdraw its proposal on New Article 4.12.
- The Union agrees to withdraw its proposal on New Article 5.14.
- The Union agrees to withdraw its proposal on Article 6.11.
- The Union agrees to withdraw its proposal on New Article 14.4.
- The Employer agrees to withdraw its new Letter of Understanding – Equity, Diversity, and Inclusion (EDI) Committee proposal.
- The Union agrees to withdraw its new Appendix – Workplace Safety And Insurance Board And Modified Work proposal.

~~22 SHIFT DETERMINATION~~ *\*Move Article 22 language to Article 4.4 and renumber subsequent provisions in Article 4 as necessary.*

#### 4.4 Shift Determination

The Employer and the Union agree that the present practice, whereby employees are assigned to the shift of their choice on a permanent basis, shall be continued, provided that present employees shall have the opportunity to change to another shift when an opening occurs, in accordance with their seniority. ~~The foregoing practice shall only apply to the present employees.~~ An opening as set out above shall refer to positions of a similar classification.

The following provision applies to part-time employees only:

Employees may indicate their shift preference and every reasonable effort will be made to recognize such choice in scheduling, all of which, however, is subject to the efficient operation of the Lodge.

- 4.10 The Employer will pay thirty (30) minutes travel time, at straight time with less than one (1) hours notice of cancellation. For clarity, notification is considered as given when a message is left on the primary contact number for the Employee. For clarity, this does not apply to overtime shifts.



6.11 . Where an employee who qualifies for sick leave 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 significant or seriousness which would be equivalent to those which might otherwise require the type of confinements described in a), b), or c) above, they may apply to the Director of Employee and Labour Relations, or their designate, for reinstatement of their vacation credits for the period of incapacity. The eEmployee may be required to provide medical documentation from the eEmployee's attending physician, to substantiate their application~~ **absence.**

10.2 (a) Regularly scheduled employees 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; **or**
- ~~the Employee's brother or sister,~~ **a sibling of the Employee or the Employee's spouse.**
- ~~the Employee's parent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.~~

Immediate family shall be pursuant to the Family Law Reform Act.

- (b) For part-time Employees to receive the paid leave provision in this clause, absence must result in loss of time and pay from a scheduled shift. All bereavement must be taken within a seven (7) calendar day period.

- (c) It is understood that cultural/religious beliefs may direct that the celebration of life may be held at a later date. In the event that a celebration of life will be held at a later date the employee shall advise the Employer as soon as it is practicable to do so of the later dates that the service/celebration of life will occur.
- (d) Where an employee is entitled to bereavement pay under the terms of Article 10.2 there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date at the employee's option.
- (e) **For clarity, the bereavement entitlement cannot be segmented.**

**10.14 All Employees may request one (1) day of unpaid leave for urgent matters to address personal responsibilities per calendar year. Urgent matters may include illness of a family member, bereavement not covered by Article 10.2, personal crisis or other urgent matter that requires immediate attention.**

**The Employer may require evidence reasonable in the circumstances that they are eligible for this leave. For clarity, seniority will not accrue during the unpaid day.**

# #A13

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 22<sup>nd</sup> day of November, 2023.

For the Employer

J. Shott

Shelly Edwards

Lisa Kelly

K. Alcroft

K. Maheshkar

G. Si

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For the Union

[Signature]

A. Furdie

Pam Currie

[Signature]

[Signature]

[Signature]

[Signature]

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**The parties agree to the following language amendments:**

- **The parties agree to mutually withdraw their proposals on Article 12.1.**
- **The parties agree to mutually withdraw their proposals on Article 12.14.**

## **12.7 Temporary Positions**

All temporary vacancies will be awarded through the posting process either by a periodic post or an individual vacancy posting.

An employee may fill a temporary position created as a result of one of the following conditions:

(i) Approved Leaves of Absences

The term of the temporary posting shall not exceed thirty (30) continuous months for all approved leaves of absences.

(ii) Projects with a definite term or task

The term of the temporary posting for projects with a definite term or task shall not exceed ~~eighteen (18)~~ **twenty-four (24)** months.

The Employer agrees to notify the Union ~~sixty (60)~~ **thirty (30)** calendar days in advance of its desire to extend the time limits for a temporary posting. Approval for such extension shall be by mutual consent.

Vacancies created as the result of an employee being absent due to one of the foregoing conditions shall be posted and filled when it is known that the employee's absence is expected to be more than six (6) weeks.

Upon the return of the absent employee, the employee filling the vacant position on a temporary basis shall be returned to their former position.

Any employee who requests to be returned to their former position shall not prejudice their applications for future promotions or transfers.

In the event that an absent employee does not return the senior employee on the most recent eligibility list shall be confirmed in the position. If there is no periodic post active, the vacancy shall be posted as per Article 12.1 as a periodic post or individual vacancy.

The Employer must notify the Union as to the names, dates and job classifications of employees entering temporary postings.

## 12.12 Layoff and Recall

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, Employees shall be laid off in accordance with Article 13 – Seniority. Employees shall be recalled in order of their seniority, provided the Employee retained or recalled can perform the work in a satisfactory manner.

For clarity, lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time Employee only.

**For clarity, in the event of a layoff bargaining unit wide seniority shall be the governing factor and the Employer shall layoff the least senior employee in the classification. The laid off employee shall then be afforded their layoff rights, which includes either their choice to bump the least senior full time, part time or temporary employee with less seniority in a classification equivalent to, or lesser than the classification they occupy, provided they are deemed qualified to perform the work by the Employer; or, they may choose to accept placement in a vacant position of equal or lower classification prior to the vacant position being posted.**

- (a) In all cases of lay-off or recall bargaining unit wide seniority shall be the governing factor provided the Employee retained or recalled can perform the work in a satisfactory manner. An Employee who would be laid off under these circumstances may only replace (bump) **another the least senior e**Employee with lesser seniority who occupies a classification equivalent to, or lesser than the classification they occupy provided they are **deemed qualified by the Employer** to do the work, **and subject to departmental testing.**
- (b) 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.
- (c) Further, as an alternative to a) or b) above, an employee may choose to revert to “on-call part-time” status.
- (d) In the event of a lay-off, members of the Executive Board, Grievance Committee Representatives and Location Stewards shall be the last to be laid off, regardless of where they may be employed. The Union shall keep the Employer informed of the names of the members of the Board, Grievance Committee Representatives and Location Stewards and in the event of any dispute, the latest list of names as received by the Employer shall govern. *(Move highlighted language in Article 12.12 (d) above to Article 16.17 (Stewards)).*
- (e) No new employee will be hired until those laid off (who have sufficient ability to perform the work required) have been given the opportunity of rehire.

- (f) The Employer is to provide thirty (30) working day notice of lay-off.
- (g) The Employer will notify, in writing with a copy to the Union, all laid off employees of the position vacancies. Notification will be sent to the last known address of the laid off employee, who will have fourteen (14) calendar days from the day of mailing to apply for the positions.
- (h) An employee, after receipt of lay-off notice, shall retain recall rights for the period defined in this collective agreement, to their home classification, whether they are laid-off, bumped or post into another position.
- (i) **For the purposes of layoff and bumping, the seniority list used shall be a current list generated by Human Resources within one (1) week of the date of notice.**



# #A14

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 9<sup>th</sup> day of January 2024.

For the Employer

For the Union

J. Shott  
Julie Edwards  
Lise Phelps  
K. Allright  
Amarchak  
Jo Si

[Signature]  
J. Muller  
[Signature]  
[Signature]  
Pam Currie  
Shannon Brey  
Smell

**The parties agree to the following language amendments:**

**LETTER OF UNDERSTANDING – STAFFING OFFICE QUALITY IMPROVEMENT PROJECT**

Within 90 days post ratification of the collective agreement, the Parties agree they shall meet to review the standards, processes and outcomes of the Employers Staffing Office(s) Quality Improvement project. The Employer shall also at that time provide a copy of the amended Staff Availability Policy. The Staffing Office(s) Quality Improvement project/Availability Policy shall be a standing agenda item at Labour Management.

# #A15

## Agreed-to-Items

Between

City of Hamilton

And

**Canadian Union of Public Employees  
Local 5167 (Macassa/Wentworth Lodge)**

The parties agree to the attached amendments to the Collective Agreement.

Signed at Hamilton, Ontario, this 9<sup>th</sup> day of January 2024.

For the Employer

J. Hott

Iselle Edcarde

Lisa Sheffer

Kuanachak

Kalkreuth

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For the Union

[Signature]

[Signature]

Pam Currie

Dannar Ostry

AMW

[Signature]

Romell

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The parties agree to the following language amendments:

## APPENDIX "C" – INCOME PROTECTION PLAN

### SECTION B

#### 3. SHORT TERM INCOME PROTECTION PLAN

- ...
- (e) An Employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan. **The Employer may require evidence of such appointment.**
- ...

### REGULATIONS

6. (a) An employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to their Administrator or Designate or Supervisor.
- (b) An employee who fails to report on the first day that they are absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- (c) Upon receiving notice of an Employee's illness/non-occupational injury, the Administrator or Designate or Supervisor shall, on the same day, report such illness/non-occupational injury **on following the Daily Absence Status Reporting Process as provided by the Director, Employee Health and Labour Relations.**
- (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 medical note from a qualified medical practitioner. Such note shall be submitted to Return to Work Services **electronically by email or fax (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 **an the date(s) of assessment by the doctor and the** 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 medical note but instead be required to provide a claim form in accordance with e) below.

...

### SECTION C

**The City of Hamilton CUPE 5167 LODGES 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:**
2. Any charge for completing this form is the Employee's responsibility.
3. The Claim Form must be completed on or before the 8th working day of absence. The Employee will not receive Short Term Disability benefits past the thirteenth (13th) 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.

<b>PART 1: EMPLOYEE STATEMENT – TO BE COMPLETED PRIOR TO SUBMITTING TO PHYSICIAN (please print)</b>		
Name:	Department:	Employee No.: Phone:
Occupation/Title:	Personal Email Address:	
Start of Present Absence (day/month/year):	Is This Absence a Result of a Workplace Accident/Incident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Employee Authorization:</b> 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 pay cheque if it is found that the medical and functional information provided does not support an absence from work.		
<b>Employee Signature:</b>		<b>Date: (day/month/year)</b>
<b>PART 2: ATTENDING PHYSICIAN'S STATEMENT (please print)</b>		
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: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown If Yes, has a WSIB FORM 8 been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. For Hospitalizations please give: Date of in-patient admission (day/month/year):      Date of discharge (day/month/year):		
4. Nature of treatment: <input type="checkbox"/> Medication – Date Commenced: _____ <input type="checkbox"/> Counselling – Date Commenced: _____ Referral Date: _____ <input type="checkbox"/> Surgery – Date Commenced: _____ <input type="checkbox"/> Physical Rehabilitation – Date Commenced: _____ Referral Date: _____ 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? <input type="checkbox"/> No, please provide reasons in remarks area <input type="checkbox"/> Yes, state frequency of visits <input type="checkbox"/> Weekly <input type="checkbox"/> Bi Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify) d) Next scheduled appointment (day/month/year): _____		
<b>Remarks:</b>		
7. Please identify how you confirmed the current medical condition? <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Physical Examination  <input type="checkbox"/> Test Results  <input type="checkbox"/> Counselling Reports  <input type="checkbox"/> Other (please specify):         </div> <div> <input type="checkbox"/> Mini Mental Status Examination  <input type="checkbox"/> Validated Questionnaires  <input type="checkbox"/> Specialist Consultation Reports         </div> </div>		
<b>Any additional Comments:</b>		
<b>RETURN TO WORK STATUS</b>		
<input type="checkbox"/> Employee may return to full duties without restrictions/limitations (day/month/year):		



**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 (day/month/year): \_\_\_\_\_ (complete tables below)

☐ Employee is unable to return to work in any capacity (complete tables below)

Prognosis for full recovery (day/month/year): \_\_\_\_\_ or

Possible return to modified duties (day/month/year): \_\_\_\_\_

**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	<b>Limited Pushing/Pulling with:</b> <input type="checkbox"/> Left arm <input type="checkbox"/> Right arm <input type="checkbox"/> Other (please specify)	<b>Limited Use of Hands:</b> <table border="0"> <tr> <td>Left</td> <td>Right</td> </tr> <tr> <td><input type="checkbox"/> Grip</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Pinch</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Left	Right	<input type="checkbox"/> Grip	<input type="checkbox"/>	<input type="checkbox"/> Pinch	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>	<b>Exposure to Vibration:</b> <input type="checkbox"/> Whole Body <input type="checkbox"/> Hand/Arm <input type="checkbox"/> Other (please specify)
Left	Right										
<input type="checkbox"/> Grip	<input type="checkbox"/>										
<input type="checkbox"/> Pinch	<input type="checkbox"/>										
<input type="checkbox"/> Other	<input type="checkbox"/>										
<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**

<b>Supervision of Others:</b> <input type="checkbox"/> No restrictions <input type="checkbox"/> Unable to supervise	<b>Tolerance of Deadlines:</b> <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	<b>Attention to Detail:</b> <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	<b>Task Responsibility and Independence:</b> <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
<b>Ability to Cope with Confrontational Situations:</b> <input type="checkbox"/> No Restrictions <input type="checkbox"/> Moderate ability to cope with confrontational situations <input type="checkbox"/> Unable to cope with confrontational situations	<b>Performance of Multiple Tasks:</b> <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	<b>Memory:</b> <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	<b>Cognitive Demands (select all that apply)</b> <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:**

**ATTENDING PHYSICIAN'S INFORMATION**

Name of Attending Physician (please print):	Specialty:
Phone No.:	Fax No.:
Address (Number, Street, city, province, postal code):	
Physician Signature:	Date of Examination (day/month/year):