

COLLECTIVE AGREEMENT

BETWEEN:

**Ottawa Humane Society
(the “Employer”)**

AND:

**The Ottawa-Carleton Public Employees’ Union
Syndicat Ottawa-Carleton de la fonction publique
Local 503 Affiliated to C.U.P.E. (C.L.C.)
(the “Union”)**

EFFECTIVE: April 1, 2012 to March 31, 2014

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 – Purpose of Agreement

It is the purpose of this Agreement:

- (a) to govern relations between the Employer and the Union;
- (b) to recognize the value of joint discussions on subjects contained in this Agreement;
- (c) to encourage the efficiency in operations; and
- (d) to promote the best interests of both parties.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 – Management Rights

Subject to the provisions of this Agreement, it is the function of the Employer to manage and direct the workforce and operations, including:

- (a) Maintaining order, discipline, and efficiency;
- (b) Making rules, regulations and policies;
- (c) Classifying positions;
- (d) Hiring, transferring and promotion;
- (e) Suspending, discharging or otherwise disciplining employees for proper cause subject to the right of the employee concerned to lodge a grievance under the orderly procedure outlined in Article 12;
- (f) Determining schedules and assignment and reassignment of jobs, work, work methods and procedures;

The Union also agrees that the employer has the exclusive right to plan and determine the location and extent of its operations, the standards of animal care, the standards, methods, processes and means of performing work, job content and the requirements and qualifications of employees.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 – Bargaining Units

The Employer recognizes the Ottawa-Carleton Public Employees' Union and its Local 503 as the sole and exclusive bargaining agent for all employees of the Ottawa Humane Society save and except the Inspector/Manager, Managers, Persons above the rank of Manager, the Coordinator: Administration, the Coordinator: Finance normally assigned to human resources responsibilities, Veterinarians, and grant employees

3.02 – Categories of Employment

- (a) Full-time employees are those hired for regularly scheduled work to a maximum of forty-two (42) hours per week or eighty-four (84) hours averaged over two biweekly pay periods.
- (b) Part-time employees are those hired for regularly scheduled work of twenty-four hours per week or less averaged over two biweekly pay periods but exclusive of replacement situations.

It is understood that if and when a part-time employee can no longer work the shifts for which hired, she or he:

- i. May propose an arrangement with a co-worker within a job description who wishes to trade the same number of hours on different days, subject to employer approval; or,
 - ii. Will move to casual status.
- (c) Temporary employment is defined as employment for a specified period of time for any of the following reasons:
 - i. To replace an employee who is absent from their substantive position on any leave authorized by this agreement;
 - ii. To replace an employee who is absent from their substantive position temporarily in order to fill a temporary assignment under the terms of this Article;
 - iii. To work in a specific, time-limited project of an experimental nature so the Employer can determine if such work or project should be continued on an ongoing basis;
 - iv. To provide short-term, limited assistance to the regular work force for extraordinary or peak workload requirements provided the peak workload

requirement itself will not exceed twelve (12) months.

If the Employer considers that a temporary requirement will last six (6) months or more, except in the case of pregnancy/parental leave, it will be posted as a temporary position and filled in accordance with Article 16 of the Collective Agreement.

The hiring of temporary employees shall not derogate from the requirement to fill vacancies and new positions of a permanent nature as set out in Article 16.

- (d) Casual employment shall be defined as employment wherein the employee does not regularly work a predetermined schedule but is used to cover unforeseen or intermittent work requirements lasting not longer than thirty (30) consecutive working days.
- (e) A grant employee is a person employed by the Employer under a program sponsored by any level of government, person or organization other than the Employer.
- (f) A volunteer is any person who is not a salaried employee of the Employer and who donates his/her time and efforts to the Employer in any way and shall include a person who is assigned to the Employer for the purpose of job or skills training.

3.03 – No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.

3.04 – Union Officers and Committee Members

Union officers and members of joint Union—Employer committees specified in this Agreement, shall be entitled to leave their work during their normal working hours in order to carry out their functions under this Agreement. Permission to leave work during their normal working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on the specified committees, shall be considered as time worked.

ARTICLE 4 – HUMAN RIGHTS

4.01– Employer Shall Not Discriminate

- (a) The parties recognize and support the provisions of the Ontario Human Rights Code of Ontario, specifically the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.
- (b) The parties recognize and support the right to freedom from discrimination based on membership or activity in the Union.
- (c) The parties further recognize and support the principle of accommodation of employees.

4.02 – Definition of Disability

“Disability” means,

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- (b) a condition of mental impairment or a developmental disability,
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*; (“handicap”).

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 – All Employees to be Members

As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 – Check-off Payments

The Employer shall deduct from the wages of every employee affected by this Agreement any dues or assessments levied by the Union on its members. With regard to assessments, the Union will provide the Employer with a written 30-day notice.

6.02 – Deductions

Deductions shall be forwarded in one (1) cheque to the Secretary- Treasurer of the Union not later than the 20th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 – Dues Receipts

Subject to Canada Revenue Regulations, the Employer shall report the amount of union dues paid by each Union member in the previous year.

ARTICLE 7 – NEW AND POTENTIAL EMPLOYEE ACQUAINTANCE WITH UNION

7.01 – Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect, and also with the requirements set out in Articles 5 and 6 of this agreement.

7.02 – Orientation Opportunity

Within the first month of employment, an Officer of the Union shall be given an opportunity to orient each new employee during regular working hours, without loss of pay, for a maximum of one hour for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Union.

ARTICLE 8 – CORRESPONDENCE

8.01 – Correspondence

All correspondence between the parties arising out of this Agreement shall pass to and from the Executive Director, Ottawa Humane Society and the President of the Ottawa-Carleton Public Employees Union, Local 503 or their respective delegates.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 – Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, work environment for employees and employee/employer relationships.

9.02 – Function of Committee

The Committee shall concern itself as mutually deemed appropriate with the following general matters:

- (a) Considering comments related to all activities so that better relations shall exist between the Employer and the employees.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).

9.03 – Meetings of Committee

The Committee shall meet as soon as possible at the request of either party, at a mutually agreed time and place. Employees shall not suffer any loss of pay for time spent with this Committee.

9.04 – Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and

shall alternate in presiding over meetings.

9.05 – Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared by the Employer and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Employer shall provide one copy of such minutes to the Union.

9.06 – Jurisdiction of Committee

The Committee shall have a consultative function and may make recommendations to the Union and the Employer with respect to its discussions and conclusions. The Committee shall have no authority to amend any term of this collective agreement.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 – Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers and committee members. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 – Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union; not more than three (3) of whom will be employees of the Ottawa Humane Society. The Union will advise the Employer of the Union members of the Committee.

10.03 – Function of Union Bargaining Committee

All matters pertaining, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee and the Employer for discussion and/or settlement.

10.04 – Meeting of Union/Management Bargaining Committee

In the event either party wishes to call a bargaining meeting, the meeting may be held at a time and place fixed by mutual agreement and the Union will identify the committee members who will participate. However, such meeting must be held at the parties' earliest convenience after the request has been given.

10.05 – Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer may allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises at times, and under conditions agreed to by the Employer, following a formal request to the Executive Director.

ARTICLE 11 – DECISIONS OF EMPLOYER

11.01 – Employer Shall Notify Union

Decisions made by the Board of Directors for the Employer which directly affect employees shall be communicated by the Employer to the Union to afford the Union a reasonable opportunity to consider them and where appropriate at the Employer's discretion, the Union will be consulted in advance of such decisions being made.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 – Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

12.02 – Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him/her.

12.03 – Definitions

For the purpose of this agreement, a grievance is a complaint which has been reduced to writing respecting the meaning and/or the application of the provisions of this agreement and all matters pertaining thereto. A grievance may concern a difference arising between an employee and the Employer or the Union and the Employer.

12.04 – Grievances

The parties agree that it is in the best interests of both parties to resolve issues and disputes in a timely manner. Both parties recognize the benefit of a problem solving approach rather than an adversarial one. Where formal grievance is the most appropriate or necessary, the process shall be as outlined in Articles 12.05 and 12.06.

12.05 – Step One of the Grievance Procedure

An employee who has a complaint concerning the interpretation, administration, application, or alleged violation of this Agreement shall discuss his/her complaint with his/her manager within 14 calendar days of the incident or facts giving rise to the complaint. The employee may, at his/her election be accompanied by a representative of the Union when the complaint is being discussed with the manager. The manager shall attempt to resolve the issue informally within 10 calendar days after such discussion. If the complaint cannot be resolved, the Union shall, within 10 calendar days following the failure to resolve the complaint informally, submit a grievance by filing a written statement of grievance to the Executive Director or designate who shall give his/her decision in writing to the Union within 14 calendar days after receiving the written statement of grievance.

12.06 – Step Two of the Grievance Procedure

The Employer and the Union shall meet within 14 calendar days of the issuance of the grievance, or at any other time mutually agreed upon, to discuss the grievance. The Employer shall give its decision in writing to the grievor within 14 calendar days after such meeting.

12.07 – Policy Grievance

The Employer or the Union may initiate a policy grievance using the criteria described in paragraph 12.03 by submitting a written statement of grievance to the other party when the incident becomes known to the grieving party. Within 14 calendar days of the submission of the written statement of the grievance, the grievance shall be referred directly to Step Two of the grievance procedure.

12.08 – General

- (a) All time limits specified in this Article may be extended only upon the written consent of both parties.
- (b) Except for paragraph 12.06 herein, the parties may not omit any Step in the grievance procedure before a grievance can be referred to arbitration as provided in Article 13.
- (c) It is the intention of the parties that the timelines specified in this Agreement regarding complaints and grievances be adhered to strictly. If a decision on a grievance is not forwarded in compliance with a time limit fixed in this Agreement or such extension of time as may have been confirmed by the written consent of the parties, the grievance shall be deemed to have been denied and the griever shall be free to submit the grievance at the next stage of the grievance procedure.
- (d) The employee shall have the assistance of the Union steward or CUPE labour representative during any discussion arising after submission of a written statement of grievance as stated in Article 12.04.
- (e) After a written statement of grievance has been submitted by the Union during the grievance procedure the Employer's representative shall not enter into discussion or negotiation with respect to the grievance either directly or indirectly with the aggrieved employee without the consent of the Union.

ARTICLE 13 – ARBITRATION

13.01 – Submission to Arbitration

If the grievance is not settled at Step Two of the grievance procedure, the Union may, within 14 calendar days of receiving the decision in writing at Step Two of the grievance procedure, give the other party written notice of his/her desire to submit the grievance to final and binding arbitration. The notice shall contain the name of the Union's appointee to the Arbitration Board. The recipient of the notice shall within 14 calendar days inform the other party of the name of its nominee to the Arbitration Board. The two appointees so selected shall within 14 calendar days after the appointment of the second appointee, appoint a third person who will act as the chairperson of the Board. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour at the request of either party.

13.02 – General

- (a) The Arbitration Board shall receive the grievance and shall issue a decision which is final and binding upon the parties and upon the employee or the Employer affected by it.
- (b) The decision of the majority shall be the decision of the Arbitration Board, but, if there is no majority, the decision of the chairperson governs.
- (c) The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to make representations and present evidence.
- (d) The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement.
- (e) The parties and the Arbitration Board shall have reasonable access to the Employer's premises to view working conditions or operations which may be relevant to the resolution of the grievance.
- (f) The Arbitration Board shall have jurisdiction to determine whether a grievance is arbitrable.
- (g) No person shall be appointed as an arbitrator or to the Arbitration Board who has been involved in an attempt to negotiate or to settle the grievance.
- (h) Each of the parties to the grievance shall bear the expenses of its appointee to the Arbitration Board. The parties shall pay their own expenses of appearing at the hearings of the Arbitration Board under the provisions of this Article.
- (i) The parties may, by mutual consent, agree on the appointment of a single arbitrator who shall have the same powers and be subject to the same limitations as an Arbitration Board under the provisions of this Article.

ARTICLE 14 – DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 – Designation of Supervisor

Every employee shall be notified of the name of his/her immediate designated supervisor.

14.02 – Notice of Discipline

Where a manager intends to discipline an employee, the manager shall notify the employee in advance in order that the employee may contact his/her Steward to be present at the meeting.

14.03 – Personnel File

The Employer shall maintain a personnel file for each employee and an employee shall have access to review his/her personnel file at a mutually agreed time. An employee shall have the right to receive copies of any material contained in his/her personnel file at such time. The employee, on receipt of such copies, will sign a release form stating that he/she did receive the requested copies.

No documentation concerning disciplinary action from the employee's file may be introduced as evidence in any hearing of which the employee was not copied at the time of its filing in the personnel file.

14.04 – Copies from Personnel File

No copies of any written material contained in the personnel file of an employee or former employee shall be provided to any other employer or agency without the prior written consent of the employee concerned unless otherwise required by law.

14.05 – Adverse Report

- (a) In the event the Employer intends to place on the personnel file of an employee record of a disciplinary action, the Employer shall provide a copy of such record to the employee concerned, who shall initial it without prejudice.
- (b) Any notice of disciplinary action, including any correspondence in relation to such discipline and well as disciplinary and non-disciplinary letters of instruction, expectation and warning which may have been placed on the personnel file of an employee shall be considered lapsed after eighteen (18) months have elapsed since the disciplinary action was taken provided no further disciplinary action has been recorded for any related reason.

ARTICLE 15 – SENIORITY

15.01 – Seniority Defined

- (a) Seniority for full-time employees is defined as the total paid hours in the bargaining unit and shall include such service with the Employer prior to the certification of the Union and this seniority shall operate on a bargaining unit-wide basis.
- (b) Seniority for part-time employees is defined as the total paid hours commencing from the first date of hire.

15.02 – Seniority List

The Employer shall maintain a seniority list indicating which employees are full-time, part-time, or casual, their current job title, the date upon which each employee's service commenced, and the total paid hours.

An up-to-date seniority list shall be sent to the Union and posted on a bulletin board in January of each year.

15.03 – Probation for Newly Hired Employees

Except for employees hired in the position of OSPCA agents, a newly hired full-time employee in the bargaining unit shall be on probation for the first ninety (90) calendar days of his/her employment and a newly-hired part-time employee in the bargaining unit shall be on probation for the first seven hundred (700) paid hours. For part-time or full-time employees hired in the position of OSPCA agents, probationary periods shall be in effect for the first ninety (90) calendar days following successful completion of the OSPCA agent training.

The employer may, with the approval of the Union, extend the probationary period as specified in this clause an additional ninety (90) calendar days, but such request will identify what areas of concern give rise to the request, and in all cases the request and confirmation must be made in writing.

During the applicable probationary period, the probationary employee shall not be entitled to any rights and benefits flowing from Articles 16, 23 and 25.05 but shall be entitled to all other rights and benefits of this Agreement unless otherwise specifically stated. A probationary employee shall not have any right to grieve his/her termination of employment, save and except where the termination is discriminatory or arbitrary. Upon successful completion of the probationary period, seniority shall be effective from the

original start date of employment.

15.04 – Loss of Seniority

- (a) An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.
- (b) An employee shall only lose his/her seniority in the event:
 - i) He/she is discharged for just cause and is not reinstated.
 - ii) He/she resigns in writing.
 - iii) He/she fails to return to work within five (5) working days following recall unless through sickness or unavoidable cause he/she is unable to return.
 - iv) He/she becomes legally ineligible to work in Canada for a period of ten (10) working days.
 - v) He/she is absent from work without authorization for a period in excess of five (5) working days after the Employer has provided written notice to the employee with a copy to the Union that his/her continued absence from work without a reasonable explanation will result in the employee's employment being deemed terminated and that the employee has five (5) further working days within which to seek independent legal advice or counsel from the Union concerning the effect of this deemed termination at law. A certified medical absence for the period concerned does not constitute absence from work without reasonable explanation.

15.05 – Transfer and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without his/her consent.
- (b) In the event an employee covered by this Agreement is transferred to a position outside the scope of this Agreement and at a later period returns to a position within the scope of this Agreement, the employee shall retain the seniority which the employee held at the time of transfer but shall not accumulate any additional seniority for the period during which the employee held a position outside the scope of this Collective Agreement. No position shall be transferred outside the scope of this Agreement without the consent of the Union.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 – Job Postings

When a new position is created or when a vacancy of a permanent nature is to be filled inside the full-time bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in a prominent location to which all employees have access, on the Employer's premises, for a minimum of five (5) business days, during which time they may apply for such vacancy or new position. The successful candidate shall be placed in the job within sixty (60) days of the selection of the successful candidate.

16.02 – Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, and hourly wage. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.03 – Role of Seniority in Promotions, Transfers and Staff Changes

(a) Both parties recognize:

- i) the principle of promotion within the service of the Employer;
- ii) that job opportunity should increase in proportion to length of satisfactory service provided that the employee has the required qualifications.
- iii) that appointment shall be made based on the Employer's evaluation of the relative skill, ability, experience, knowledge and training of applicants. It is understood that the Employer has a right to establish the qualifications for the required vacancy or new position. These qualifications shall be those that are actually required to perform the normal functions of the position. A statement of qualifications will be made available to the Union or to interested employees upon request. The employee's absenteeism, past record and ability to perform the work of the Employer shall be considered. It is understood that where the qualifications of two applicants are relatively equal, the most senior candidate will be selected. Should the successful candidate be from within the bargaining unit, such selection, where possible, shall be made within four weeks from the initial date of posting.

- (b) In the event a full-time employee commences part-time work or in the event a part-time employee commences full-time work, (which event is hereinafter referred to as the “transfer”), such employee, in addition to seniority accumulated after the transfer shall retain his/her seniority accumulated just prior to the transfer in accordance with paragraph 15.01 herein and shall have such seniority converted as follows:
- i) a full-time employee prior to the transfer shall have his/her seniority multiplied by 2080 so as to express it in hours of work; and
 - ii) a part-time employee prior to the transfer shall have his/her seniority divided by 2080 so as to express it in years of employment.

16.04 – Trial Period

The successful applicant shall be notified within one (1) week following his/her selection. He/she shall be given a trial period of 120 calendar days, during which time he/she will receive the necessary orientation for the position and feedback on performance. The Employer may, with the approval of the Union, extend the trial period as specified in this clause an additional 120 calendar days. The Employer will identify, in writing, what areas of concern give rise to the request. Conditional on the employer’s determination of completion of a satisfactory trial period, the employee shall be declared the incumbent. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, and wage rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall also be returned to his/her former position, and wage rate without loss of seniority.

16.05 – No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of employees have been considered, unless agreed to by both parties.

16.06–Professional Development and Travel

Subject to operational requirements, where practical and desirable as determined by the Employer, employees may be afforded professional development opportunities for their current position or for an equal or higher position. Such opportunities may involve employee cross-training, scheduled on-site training sessions, or off-site courses or conferences.

Time spent in such professional development shall be considered to be time worked. Such opportunities shall not affect the salary or pay of either the trainee or, where cross-training is involved, the trainer.

Where travel is required to attend a course or conference and the required travel occurs during the employee's regularly scheduled hours of work, such time will be considered to be time worked.

Where travel occurs outside of the employee's regularly scheduled hours of work, travel time that begins or ends within 24 hours of the course or conference beginning or ending will be compensated at straight time.,

Compensation for travel time shall be limited to actual time spent traveling and shall not include non-work-related interruptions in travel. Overtime rates shall not apply to travel.

To be eligible for compensation, travel plans must be pre-approved by the employee's manager.

16.07- Professional Certification and License Fees

The employer shall reimburse full time employees for periodic professional association fees or dues required to maintain professional status that are required as a condition of employment. The employer shall have sole discretion to determine whether professional status is a necessary qualification for the employee's current job.

For part-time employees, the employer shall reimburse the employee prorated to the employee's regular hours of work, unless that employee has been fully reimbursed by another employer.

ARTICLE 17 – LAYOFFS AND RECALLS

17.01 – Definition of Layoff

- (a) A layoff for full-time employees shall be defined as a reduction in the work force or an involuntary reduction in the regular hours of work of any employee. For greater clarity, should a staff member voluntarily agree to a reduction in his/her hours, this shall not constitute a layoff.
- (b) A layoff for part-time employees shall be defined as an involuntary permanent reduction in the work force. It shall not be considered to be a layoff where the

Employer creates a full-time position from one or more part-time positions.

- (c) In the event of layoff, employees shall be laid off in the reverse order of their seniority within a job title, provided that the remaining employees have the knowledge, skill, ability and qualification to do the job.

17.02 – Recall

- (a) An employee who has been laid off shall have a right of recall for a period of one hundred eighty (180) calendar days, commencing on the day following his/her layoff and terminating:
 - i) Upon the employee accepting a recall to employment by the Employer and returning to work;
 - ii) Upon the employee failing to return to work after accepting a recall to employment by the Employer unless through sickness or other just cause he/she is unable to return;
 - iii) Upon the employee notifying the Employer that he/she does not wish to accept the recall;
 - iv) Upon the expiration of such one hundred eighty (180) day period.
- (b) Full-time Employees on layoff shall be recalled in the order of their seniority, on a bargaining unit-wide basis to their own position, a position equal to, or lower than the position they occupied at the time of layoff, or part-time position, provided they have the knowledge, ability, and qualifications to do the job, and a required level of competency as established by the employer. It is recognized that there may be a period of familiarization. Employees are not required to accept recall into lower-rated, or part-time positions.

Part-time employees on layoff shall be recalled as above but shall not have the right to be recalled to a full-time position.

17.03 – Advance Notice of Layoff

- (a) The Employer shall notify full-time employees who are to be laid off, thirty (30) calendar days prior to the effective date of layoff except for such employees who are temporarily laid off as defined in the Regulations to the Employment Standards Act in which case the Employer shall give as much notice as possible. If such employee has not had the opportunity to work the thirty (30) days as

provided in this Article, he/she shall be paid for the days for which work was not made available.

- (b) The Employer shall give as much notice as is reasonably possible to part-time employees who are to be laid off, prior to the effective date of layoff.

17.04 – Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step One of the Grievance Procedure.

17.05 – Conditions upon Lay-off

An employee laid off shall be entitled to be covered by the Plans while he/she has a right of recall as stated in Article 17.02, subject to eligibility and provided the employee pays his/her portion of the required premiums in advance.

ARTICLE 18 – HOURS OF WORK

18.01 – Work Schedule

- (a) The Union acknowledges the need for the employer to have differing employee schedules and hours of work. Employees may be scheduled to complete their weekly hours of employment in a period other than five (5) full days. Starting and finishing times, meal periods and breaks shall be determined according to operational requirements as defined by the Employer.
- (b) With the exception of scheduled meetings, no employee will be required to work a period of less than four hours in duration.

18.02 – Permanent Changes in Hours

Employees are hired to work a specific number of hours per pay period. The number of hours shall be made clear in the employee's letter of offer and shall be posted on the seniority list. Any permanent increase to an employee's regular number of hours shall be made only with two weeks' notice to the employee. Any decrease in the regular hours of work without the employee's consent shall be considered a reduction in the hours of work and Article 17 shall apply.

18.03 – Posting of Work Schedules and Shift Changes

Work schedules will be posted two weeks in advance. Employees wishing to alter hours of duty must have the approval of their supervisor. Except in cases of emergency, employees shall be given reasonable advance notice (24 hours) of schedule changes.

18.04 – Leave Credits Based on Hours of Work

For those employees that earn leave, for the purposes of calculating credit earned for vacation time, paid holidays, lieu days, sick leave, or other leaves of absence, a working day shall be defined as one-tenth of the number of hours regularly worked by the employee in a two-week pay period. Leave will be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would have been scheduled to work on that day.

18.05 – Professional Development and Travel

Where professional development and/or travel is involved, the employer may modify the Employee's schedule around such requirements. Compensation for time spent in professional development and/or traveling shall be in accordance with Article 16.06.

ARTICLE 19 – OVERTIME

19.01 – Overtime for Full-time Employees

Overtime for full-time employees is defined as any time worked above the number of scheduled hours of work, averaged over a two week pay-period and approved by the employee's supervisor.

For the purposes of calculating overtime for full-time staff, scheduled hours of work are defined as hours worked by an employee per the employer's regularly posted schedule, including amendments to such schedule and subject to the employee's agreement to work the requested overtime.

Full-time employees who work more than their scheduled hours of work will be compensated as follows:

- (a) For the first two (2) hours of work over their scheduled hours of work in a two week pay-period employees will be compensated on a straight-time basis in time off, to be taken at a time mutually agreed upon between the employee and the

employer.

- (b) For all hours worked in excess of two (2) hours over their biweekly scheduled hours of work, employees will be compensated in time off, at a rate of one and one-half times the overtime worked.
- (c) Where positions allow an employee some flexibility in determining their own schedule, it is the employee's responsibility, except in an emergency, to schedule their hours such that overtime is not accrued over the two-week pay period.
- (d) Overtime rates shall not be paid for employee training, cross-training, or travel.
- (e) For full-time employees, all time worked on a paid holiday as defined in paragraph 20.01 (a) herein shall not be considered overtime but shall be compensated for in accordance with Article 20.

19.02 -- Overtime for Part-time Employees

Overtime for part-time employees is defined as any additional time worked to complete the duties required for a scheduled shift, as approved by the employee's supervisor.

Part-time employees who work more than their scheduled hours of work in a shift will be paid as follows:

- (a) For part-time employees, the first two (2) hours of work over their scheduled shift will be paid on a straight time basis but where the employee works in excess of two (2) hours over the scheduled shift, employees will be paid at a rate of one and one-half of their regular rate of pay for each hour worked.
- (b) Overtime rates shall not be paid for employee training, cross-training, or travel.
- (c) Where positions allow an employee some flexibility in determining their own schedule, it is the employee's responsibility, except in an emergency, to schedule their hours such that overtime is not accrued over the two-week pay period.

19.03 – Overtime During Emergencies

Overtime work shall be on a voluntary basis except in the event of an Emergency as defined in Article 31 herein, in which case overtime shall be mandatory as required by the Employer.

19.04 – Overtime Pay in Lieu of Time Off

The following shall only apply to full-time employees.

Subject to Article 19, provided the employee requested to work overtime requests payment, rather than T.O.I.L. for the overtime prior to agreeing to work overtime, and provided the Employer shall agree to payment, an employee shall receive payment for overtime at the rate of time and one half.

ARTICLE 20 – PAID HOLIDAYS

20.01 – Paid Holidays

- (a) The Employer recognizes the following eleven (11) statutory holidays as paid holidays:

New Year's Day	Good Friday
Easter Monday	Queen's Birthday
Canada Day	First Monday in August
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Family Day	

In addition to those set out in the preceding sub-paragraph, any day proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario shall be a statutory holiday.

- (b) The employer will credit each employee with one additional vacation day, calculated as in Article 18.04, in the month of December to be taken by the employee per Articles 20 and 21.

20.02 – Compensation for Statutory Holidays: Full-time Employees

- (a) When a regularly scheduled day of work for a full-time employee falls on a statutory holiday referred to in paragraph 20.01 (a) and the employee is required to work, the employee shall work his or her scheduled hours and shall be compensated in T.O.I.L., as defined in Article 18.04, at a one and one-half (1 ½) times rate, plus public holiday pay in accordance with Ontario's *Employment Standards Act*. Such lieu shall be taken at a time as mutually agreed between such employee and the Employer.

- (b) When a regularly scheduled day of work for a full-time employee falls on a statutory holiday referred to in paragraph 20.01 (a) and the employee is not required to work, the employee will receive public holiday pay in accordance with Ontario's *Employment Standards Act*.
- (c) When a holiday occurs on a non-working day for the employee, the employee shall bank one day lieu, as defined in Article 18.04. Such T.O.I.L. shall be taken at a time as mutually agreed between such employee and the Employer.

20.03 – Compensation for Statutory Holidays: Part-time Employees

- (a) When a regularly scheduled day of work for a part-time employee falls on a statutory holiday referred to in paragraph 20.01 (a) and the employee is required to work, the employee shall be paid at one and one-half (1 ½) times his/her regular wage, plus public holiday pay in accordance with Ontario's *Employment Standards Act*.
- (b) When a regularly scheduled day of work for a part-time employee falls on a statutory holiday referred to in paragraph 20.01 (a) and the employee is not required to work, or when the holiday occurs on a non-working day for the employee, the employee shall receive public holiday pay in accordance with Ontario's *Employment Standards Act*.

20.04 – Time Off In Lieu

This paragraph shall not apply to employees in the part-time bargaining unit. Except where the employee and the Employer mutually agree otherwise:

- (a) Employees must make arrangements to use accumulated lieu time in excess of 40 hours at the earliest mutually agreeable time.
- (b) And, Employees must make arrangements to use all accumulated lieu time by March 31st each year.
- (c) Where the Employer is unable to grant the lieu time, such time shall be carried forward and added to the Employee's lieu accumulation.

Employees may carry over no more than 40 hours of lieu time per calendar year.

ARTICLE 21 – VACATIONS

21.01 – Length of Vacations

This paragraph shall not apply to part-time or casual employees. An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

- (a) Less than two (2) years: .833 working days for each full month of employment to a maximum of Ten (10) days per year.
- (b) Two (2) to seven (7) years inclusive: 1.25 days for each full month of employment to a maximum of fifteen (15) working days per year.
- (c) Eight (8) to fourteen (14) years inclusive: 1.66 working days for each full month of employment to a maximum of twenty (20) working days per year.
- (d) Fifteen (15) to twenty-four (24) years inclusive: 2.08 working days for each full month of employment to a maximum of twenty-five (25) working days per year.
- (e) Twenty-five (25) years and over: 2.5 working days for each full month of employment to a maximum of thirty (30) working days per year.

A working day shall be defined as one-tenth of the number of hours regularly worked in a two-week pay period.

Vacation leave entitlements shall be made retroactively to the employee's anniversary date on March 31st following achievement of the requisite seniority.

For the purpose of vacation length, effective April 1, 2008, where a part-time employee is hired for a full-time position, entitlement to vacation shall be calculated on an hours-worked basis with each 1,950 hours worked converted to one year of employment.

21.02 – Vacation Schedule

This paragraph shall not apply to casual employees.

- (a) Where the employment of an employee ceases before and the employee has been given a vacation with pay pursuant to paragraph 21.01 above Employer shall pay to the employee an amount equal to the accrued vacation earned.
- (b) Vacation schedules shall be subject to operational requirements and posted by April 30th of each year

- (c) An employee shall give notice to the Employer by March 30th in each year of the employee's request for a vacation for the period April 1 to the following March 30th and the Employer shall post a vacation schedule by the following April 30th. The Employer shall use its best efforts to schedule vacations as requested by the employee. In the event of conflict, vacations granted shall be determined on the basis of seniority in two-week blocks.

21.03 – Banking Vacation Credits

This paragraph shall not apply to casual employees.

Except where the employee and the Employer mutually agree otherwise, an employee entitled to three (3) weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. Employees entitled to two (2) weeks or more vacation may bank a maximum of five (5) working days.

21.04 – Compensation for Statutory Holidays Falling Within Vacation Schedule

This paragraph shall not apply to casual employees.

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed to by the Employer and employee.

21.05 – Leave of Absence During Vacation

This paragraph shall not apply to casual employees.

Where an employee is granted a leave of absence pursuant to Article 23 during his/her period of vacation, there shall be no deduction from that employee's annual vacation with pay for such absence.

21.05 The period of absence so displaced shall be reinstated for use at a later date. At the employee's request, and subject to the Employer's operational requirements, the time may be added to the vacation period.

21.06 – Annual Vacation for Part-time Employees

This article shall not apply to casual employees

A part-time employee shall receive annual vacation with pay, prorated to the number of regular, but not replacement hours, worked in accordance with his/her years of

employment with the Employer as follows:

- (a) Less than two (2) years: .833 working days for each full month of employment to a maximum of Ten (10) days per year.
- (b) Two (2) to seven (7) years inclusive: 1.25 days for each full month of employment to a maximum of fifteen (15) working days per year.
- (c) Eight (8) to fourteen (14) years inclusive: 1.66 working days for each full month of employment to a maximum of twenty (20) working days per year.
- (d) Fifteen (15) to twenty-four (24) years inclusive: 2.08 working days for each full month of employment to a maximum of twenty-five (25) working days per year.
- (e) Twenty-five (25) years and over: 2.5 working days for each full month of employment to a maximum of thirty (30) working days per year.

ARTICLE 22 – SICK LEAVE

Article 22 shall not apply to part-time and casual employees.

22.01 – Sick Leave Defined

Sick leave means the period of time as set out below that an employee is entitled to be absent from work with pay by virtue of being sick or disabled or under treatment of a physician, , or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act, 1997*.

22.02 – Amount of Sick Leave

Sick leave shall be earned at the rate of one and one quarter days for each full month that an employee is employed.

22.03 – Accumulation of Sick Leave (“Sick Leave Credits”)

Unused sick leave may be accumulated but only to a maximum of 90 days. Use of sick leave credits in a year other than the year they were earned only will be approved when covered by a medical certificate.

22.04 – Medical Certificate

- (a) An employee shall provide the employer’s medical certificate from a physician

certifying the employee's absence where the employee requires or has taken sick leave for more than four (4) consecutive days. An employee may also be required to provide such certificate for any sick leave taken following eight (8) uncertified absences in any calendar year. In the event such certificates are not so provided, the Employer reserves the right to refuse the request for leave and/or refuse entitlement to paid sick leave credits

- (b) An employee shall provide the employer's medical certificate from a physician certifying the employee's fitness to return to work following an absence of more than four (4) consecutive days. In the event such a certificate is not so provided, the Employer reserves the right to disallow the employee's return to work.
- (c) For absences fewer than ten (10) days, only one certificate, certifying both absence and fitness to return to work, shall be required.
- (d) The employer will compensate the employee for the reasonable cost of all medical certificates it requires of the employee.

22.05 – Continuation of Benefits and Seniority

The employee Benefit Plans and the seniority provisions, all as set out in this Agreement, shall continue to apply to an employee on sick leave, subject to eligibility.

22.06 – Records

As soon as possible after a request from an employee, the Employer shall advise the employee in writing of the amount of his/her sick leave credits.

ARTICLE 23 - LEAVES OF ABSENCE

23.01 – Bereavement Leave

- (a) A full-time employee shall be entitled to bereavement leave with pay for a period of up to three days when a member of his/her immediate family dies. Immediate family shall be defined as his/her father, father-in-law, mother, mother-in-law (or alternatively stepfather, stepmother, foster parent or former legal guardian of the employee), grandparent, brother, brother-in-law, sister, sister-in-law, partner, child or ward, son-in-law, daughter-in-law, grandchild.
- (b) Bereavement leave with or without pay may be granted upon request for more than three days, at the Employer's discretion.

23.02 – Pregnancy and Parental Leave

Parental and pregnancy leave shall be provided in accordance with *Employments Standards Act* and *Employment Insurance Act*.

23.03 – Special Leave

Special leave is a provision which is designed to enable a full-time employee to be absent from his or her employment with full pay for one of the following reasons:

- (a) Professional appointments including legal for the employee and medical and dental for the employee's dependent child and/or disabled or aged parent.
- (b) The unexpected or sudden illness of the employee's partner or dependent child and/or his or her aged or disabled parent which prevents the employee from reporting to duty.
- (c) Emergency situations which prevent the employee from reporting to duty.

To qualify for special leave:

- (a) the employee must have completed her or his probationary period; and
- (b) the employee must have notified his or her department at least 48 hours in advance of the date and required time off,
- (c) replacement staff must be available

In the event of an emergency situation, (b) and (c) above shall be waived.

Special leave is limited to a maximum of four (4) days per annum, non-cumulative, and may be taken on an hourly basis and in minimum units of thirty (30) minutes. Time required in excess of one (1) day may be extended by the Employer.

23.04 – General Leave

The Employer in its sole and absolute discretion may grant a general leave of absence for professional or personal growth opportunities, or for any other reason to any employee. The general leave of absence may be with or without pay, benefits or seniority and shall be on such terms and conditions as the Employer may stipulate.

23.05 – Continuation of Seniority and Employee Benefit Plans

The employee Benefit Plans and the seniority provisions all as set out in this Agreement shall continue while an employee is on sick leave, bereavement leave, jury and witness leave, special leave, parental leave, pregnancy, maternity leave and adoption leave, provided that the employee continues to pay their share of the premium costs where applicable.

23.06 – Leave of Absence for Union Functions

- (a) Subject to subsection (b) below, leave of absence without loss of pay or seniority or other benefits shall be granted to full-time employees who are absent for the purpose of attending Union functions, such as Local 503 Executive Council and Committee meetings, conventions, schools, and seminars. It is agreed that the Union will reimburse the Employer in full following such absence.
- (b) Leave of absence as referred to in subsection (a) above shall only be granted provided that:
 - i) four weeks prior written notice be given to the Employer by the Union. Such leave shall not be unreasonably withheld;
 - ii) no more than two employees be away on such leave at any one time;
 - iii) such leave shall be limited to a maximum of 192 hours per year for the entire bargaining unit.

23.07 – Paid Jury or Court Witness Duty Leave

Employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:

- a. Shall be granted leave-of-absence for such purposes provided that upon completion of the service such employee shall present to the Employer a satisfactory certificate substantiating such service; and
- b. Shall be paid full salary or wages for the period of such service provided the employee shall pay the Employer the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.

23.08 – Court Duty

An employee on authorized vacation leave who is required to testify or is subpoenaed as a witness to give evidence on behalf of the Employer shall have his vacation leave entitlement restored for the period of time required to attend court or any legal proceeding and will, in addition for the hours so required to attend, receive twice his regular or normal salary.

ARTICLE 24 – PAYMENT OF WAGES

24.01 – Pay Days

The Employer shall pay wages every second week. Each such employee shall be also provided with an itemized statement of his/her wages, overtime, any supplementary pay and deductions.

In order to process payroll, Employees asked to do so will produce a completed timesheet accompanied by a timecard on the Monday ten (10) days prior to payday. Employees failing to do so may not be paid on the current payroll.

24.02 – Wage Rates

The parties agree that the Wage Group/Job Title matrix (Schedule A – attached) and wages (Schedule B - attached) shall apply from April 1, 2012.

24.03 – Pay Notes

(a) Movement to a Higher Wage Group:

On promotion from one wage group to a higher group, an employee will move to the next higher wage rate in the new wage group.

(b) Movement to a Lower Wage Group:

i. Salary Protection on Downward Reclassification

When a position has been reclassified downward, the employee (present incumbent only) in the reclassified position will be fitted into the new classification (at a level not less than the employee's current earnings) provided the employee's earnings do not exceed the maximum of the salary for the new classification. The employee shall receive the negotiated increases.

Should the employee's salary be in excess of the salary for the new classification, such salary will be frozen as of the date of the reclassification save and except any increases negotiated by the parties.

ii. Transfer to a Lower Wage Group

On transfer to a lower wage group, an employee will move to the wage rate closest to but not exceeding their previous wage rate.

(c) Progressional Wage Adjustments:

Full-time employees shall receive progressional adjustments effective the 1st day of January. Only employees hired prior to June 30th of the previous year shall be eligible for a progressional adjustment.

Part-time employees shall receive progressional adjustments effective the 1st day of January, April, July and October most closely following their completion of their first 1,200 paid hours and each subsequent 1,200 paid hours worked.

24.04 – Legal Fees

The Employer shall pay all legal costs as well as judgment costs, if any, for any action or other proceeding initiated by a third party against an employee, provided that the employee was acting for the Employer within the scope of his/her authority and was not negligent in the execution of his/her duties. The Employer shall not be responsible for an employee's legal costs in the event of criminal proceedings against an employee.

24.05 — Acting Pay

An employee assigned by the employer to temporarily perform the full duties of a position having a higher salary range than the employee's normal salary for a duration of more than five (5) days, shall be paid the minimum rate of the higher classification provided it is at least 104% of his or her current wage for the entire period.

ARTICLE 25 – EMPLOYEE BENEFIT PLANS

Article 25 shall not apply to part-time employees.

25.01 – Plans

The following Group Insurance and Health Plans (the "Plans") will be available to employees.

- (a) Group Life Insurance;
- (b) Group Extended Health Care Insurance;
- (c) Accidental Death and Dismemberment Insurance;
- (d) Dental Plan;
- (e) A Vision Care Plan, with a benefit maximum of \$200 per annum, per employee and dependent;
- (f) Long Term Disability Insurance;
- (g) Retirement Savings Plan.

For sub-paragraphs (a) to (e) above, the Employer shall pay 100% of the premium cost; for subparagraph (f) above, the premiums will be shared on a 50% employee/employer basis; for sub-paragraph (g) above, the employer shall contribute three (3) percent and the employee shall contribute five (5) percent of gross pay to a self directed RSP plan.

25.02 – Participation

Participation in the Plans shall be compulsory for all employees except as follows:

- (a) A grant employee and a probationary employee shall not be entitled to participate in the Plans;
- (b) An employee whose spouse or dependent is also an employee may, upon request to the Employer and provided the terms and conditions of any of the Plans so allow, be the sole participating employee in certain of the Plans in lieu of such spouse or dependent also participating in such Plans.
- (c) An employee is ineligible to participate under the terms of the plan.

25.03 – Terms and Conditions

The plans shall contain such terms and conditions as determined by the Employer in its discretion. Information on the coverage of each of the Plans may be obtained by an employee upon request to the Employer.

25.04 – Employer's Financial Liabilities

Any dispute as to an employee's entitlement to benefits provided under the contract is between the employee and the Insurer, and the Employer shall have no obligation. The Employer's financial liabilities in respect to the plans and benefits as set out in this Article shall be limited to payment of premiums as stipulated in this Article.

Where an employee is ineligible to participate under the terms of the plan, the employer shall pay to the Employee the employer's share of the premium costs for the benefits that would otherwise have been paid with respect to that benefit.

25.05 – WSIB injury

An employee receiving loss of earning compensation under the *Workplace Safety & Insurance Act* shall:

- (a) accumulate seniority while absent from work due to such injury or illness; and
- (b) during such absence be entitled to continue coverage under the Plans set out in Article 25.01 for a maximum period of two years following his/her absence from employment because of such injury, provided such employee continues to pay the employee portion of the premium costs, where applicable.

ARTICLE 26 - HEALTH AND SAFETY

26.01 – Cooperation on Safety

The Employer and the Union shall endeavor to provide a safe and healthful environment for employees through their Joint Occupational Health and Safety Committee.

The Employer shall provide Occupational Health and Safety training and instruction to its employees to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness. The Joint Health and Safety Committee shall review the training programs on an ongoing basis to ensure that they are satisfactory.

The Employer and the Union acknowledge that a joint health and safety program can only be successful when both parties are committed to fostering and developing a safety culture and ensuring that their responsibilities under the Occupational Health and Safety Act of Ontario are carried out.

The Employer and Union agree to cooperate in ensuring that terms of reference are established for Occupational Health and Safety Committees with bargaining unit member participation.

Training for Occupational Health and Safety Committee members mandated by the Terms of Reference, shall be delivered jointly where possible. The Employer shall consult with the Union regarding the choice of outside training resources.

The Employer shall forward copies of all joint Employer and CUPE Local 503 Occupational Health and Safety Committee Minutes, as identified within the Terms of Reference, to the offices of CUPE Local 503 in a timely manner.

26.02 – Pre-exposure Rabies Vaccination

Employees who have direct contact with wildlife and/or unknown animals in the course of their work are required to provide the employer's certificate completed by a physician , indicating that:.

- (a) The employee's titre test indicates that inoculation for rabies is not required at that time.
- (b) The employee has a condition where rabies inoculation would constitute a health risk.

The employer agrees to inoculate all other employees at the employer's expense.

Those employees who refuse their consent for inoculation shall sign a waiver releasing the Employer from liability arising from their refusal.

It is understood that employees that do not comply cannot be scheduled for work.

26.03 – Safety Tools, Clothing and Equipment

The Employer shall provide those employees working in any hazardous jobs with the necessary tools, protective clothing and equipment required. These shall be maintained and replaced as necessary at the Employer's discretion and expense.

26.04 – Uniforms

It is recognized and agreed by both parties that the Employer requires certain staff members to wear uniforms. The Employer, at its sole discretion will determine the style, appropriateness and composition of the uniform and style of clothing and dress.

The Employer shall provide those employees typically working as inspectors, agents or kennel staff or other designated staff with the necessary uniforms and clothing as specified below.

- (a) RIS officers and agents will be provided OSPCA-designated uniforms as required.

- (b) Full-time shelter staff will receive three (3) uniforms and one (1) sweater or jersey at hiring, and two (2) uniforms and one (1) sweater or jersey each year thereafter, as well as a name tag.
- (c) Part-time shelter staff will receive two (2) uniforms and one (1) sweater or jersey at hiring, and two (2) uniforms and one (1) sweater or jersey each year thereafter, as well as a name tag.
- (d) Employees who are required to wear uniforms, excluding RIS employees, the Employer shall provide a shoe allowance of \$100.00 every January 1 for the purchase of job-appropriate footwear.
- (e) Maintenance staff shall be provided with CSA approved safety boots as required.

ARTICLE 27 – GENERAL CONDITIONS

27.01 – Staff Area

Arrangements shall be made by the Employer so that employees shall have a place to eat their meals and a place to store and change their clothes.

27.02 – Bulletin Boards

The Employer shall provide a bulletin board to post notices of vacancies, meetings and such other notices as may be required by the Employer, the Union and the terms of this Agreement.

ARTICLE 28 – COPIES OF AGREEMENT

28.01 – Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the parties agree to share equally the cost of preparing the required number of copies of this agreement for distribution to their members within 30 calendar days of signing of the Agreement.

ARTICLE 29 - GENERAL

29.01 – Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 30 – TERM OF AGREEMENT

30.01 – Period of Agreement

- (a) This agreement shall remain in force and effect from April 1, 2012 to March 31, 2014 and thereafter from year to year.
- (b) Should either party to the agreement wish to seek amendments or modifications of the agreement or to terminate the agreement and negotiate a new agreement, it shall give notice to the other party not later than two (2) months prior to the contract expiry date.
- (c) Within thirty (30) days of the receipt of this notice, the parties shall meet for the purpose of considering the proposed amendments or terms of the new agreement.

30.02 – Conciliation/Arbitration Procedure

- (a) If following notification of desire to seek amendments or a new agreement, the parties have failed to reach a satisfactory agreement, either party may request the Ministry of Labour of the Province of Ontario provide the services of an Officer of Conciliation. In the event that no agreement is reached, either party may demand that matters still in disagreement be submitted to arbitration and shall give notice in writing to the other party detailing the points still in issue.
- (b) The Board of Arbitration shall consist of three (3) members to be appointed within thirty (30) days of the demand for arbitration. It shall consist of one member appointed by the Employer and one member appointed by the Union who, within seven (7) days of their appointment shall meet together for the purpose of selecting the third member who shall act as chairperson.
- (c) In the event of disagreement and a selection not being made within seven days after the date on which the two members first meet, either of the members may,

on not less than two (2) days' notice in writing to the other member, apply to the Ministry of Labour of the Province of Ontario to appoint a Chairperson.

- (d) The Decision of the Board of Arbitration shall be final and binding on both parties.
- (e) Each party shall bear the expense of its own arbitrator and shall bear equally the expense of the Chairperson and all other expenses of the arbitration.

30.03 – Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

30.04 – Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement. The above time limits may be extended by mutual agreement.

ARTICLE 31 – EMERGENCIES

31.01 – Definition

The Union understands and accepts that the Employer, in order to comply with the Ontario Society for the Prevention of Cruelty to Animals Act and the Criminal Code of Canada must be able and shall be able to require employees to perform job-related duties as required and directed by the Employer in order to deal with an emergency situation where it is necessary to prevent animal neglect or suffering or to aid animals in distress (an "Emergency").

31.02 – Notification to Union

The Employer agrees to make a reasonable attempt to contact President of Local 503 without delay upon first learning of an Emergency.

ARTICLE 32 – DEFINITIONS AND APPLICATION OF COLLECTIVE AGREEMENT

32.01 – Employee

An “employee” is a person employed by the Employer who is not excluded from the description of the full-time , part-time or casual employees as contained in paragraphs 3.01 (a) and (b) herein respectively, and may include probationary employees but shall not include volunteers.

32.02 – Articles Not Applying to Probationary Employees

Notwithstanding anything aforesaid, Articles 16, , 23, and 25.05 shall not apply to probationary employees and Articles 12, 13, 14, and 15 shall only apply to probationary employees subject to the provisions of paragraph 15.03.

32.03 – Agreement Not Applying To Volunteers

This Collective Agreement shall not apply to volunteers.

ARTICLE 33 – TEMPORARY EMPLOYMENT

33.01 – Understandings

- (a) A full-time employee accepting a temporary position will continue to receive the benefits of a full-time employee.
- (b) All temporary employees falling within the Scope of the Ottawa-Carleton Public Employees’ Union, Local 503, C.U.P.E. Agreement shall pay Union dues from their initial date of employment.
- (c) All temporary employees falling within the Scope of the O.C.P.E.U., Local 503, C.U.P.E. Agreement shall be entitled to the rights, benefits and working conditions of the Collective Agreement except as modified by this Article.
- (d) Notwithstanding the above, part-time or casual employees or external hires obtaining temporary full-time positions that are expected to be of a duration greater than six (6) months shall be placed on the full time salary grid, shall be given sick and vacation credits and shall receive benefits following completion of the probationary period. Where the expected duration is less than six (6) months, employees shall be maintained at their existing salary and benefits. Where the term

of the position is unknown, employees shall be maintained at their existing salary and benefits until the six-month anniversary of their obtaining the position whereupon they shall be placed on the full-time salary grid, shall be given sick and vacation credits and shall receive benefits.

- (e) A Temporary Employee falling within the Scope of the O.C.P.E.U., Local 503, C.U.P.E. Agreement shall be entitled to apply for salary or wage competitions in the same manner as any employee of the Society.
- (f) The word "service", when used in this agreement, refers to actual paid time worked with the Employer.

SCHEDULE A

WAGE GROUP and JOB TITLE MATRIX	
Level 1	Attendant: Animal Care Attendant: Premises Attendant: Dispatch Attendant: Reception Attendant: Adoption Reception Attendant: Kennel Kitchen
Level 2	Service Representative: Foster Service Representative: Development Service Representative: Lost and Found/I.D. Service Representative: Adoptions Service Representative: Intake Service Representative: Programs Service Representative: Volunteers Veterinary Technician Assistant
Level 3	Coordinator: Database Coordinator: Finance Coordinator: PAL Coordinator: Humane Education Coordinator: Communications Coordinator: Canine Services Coordinator: Retail Coordinator: Monthly Giving Coordinator: Events Coordinator: Direct Response Veterinary Technicians Agent
Level 4	Supervisor: Kennels Supervisor: Customer Service Supervisor: Premises Supervisor: Programs Inspector

SCHEDULE B

Full-time Wage Rates for April 1, 2011 to March 31, 2012

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 1	\$15.67	\$16.00	\$16.29	\$16.64	\$16.97	\$17.65
Level 2	\$17.32	\$17.66	\$18.00	\$18.37	\$18.73	\$19.47
Level 3	\$18.37	\$18.73	\$19.11	\$19.50	\$19.87	\$20.69
Level 4	\$19.50	\$19.87	\$20.28	\$20.70	\$21.09	\$21.92

Full-time Wage Rates for April 1, 2012 to March 31, 2013

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 1	\$15.83	\$16.16	\$16.45	\$16.81	\$17.14	\$17.83
Level 2	\$17.49	\$17.84	\$18.18	\$18.55	\$18.92	\$19.66
Level 3	\$18.55	\$18.92	\$19.30	\$19.70	\$20.07	\$20.90
Level 4	\$19.70	\$20.07	\$20.48	\$20.91	\$21.30	\$22.14

Full-time Wage Rates for April 1, 2013 to March 31, 2014

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 1	\$16.14	\$16.48	\$16.78	\$17.14	\$17.48	\$18.18
Level 2	\$17.84	\$18.19	\$18.54	\$18.92	\$19.30	\$20.06
Level 3	\$18.92	\$19.30	\$19.69	\$20.09	\$20.47	\$21.31
Level 4	\$20.09	\$20.47	\$20.89	\$21.33	\$21.73	\$22.58

Part-time Wages

	For 01-Apr-11 to 31-Mar-12
Students\Grants 1	\$12.65
Step 1	\$13.06
Step 2	\$14.08
Step 3	\$14.94
Step 4	\$15.69
Step 5	\$16.47
Step 6	\$17.28
Step 7	\$18.15
Step 8	\$19.07

Step 9 Techs only*	\$20.03
Step 10 Techs only*	\$21.03

Part-time Wages

	For 01-Apr-12 to 31-Mar-13	For 01-Apr-13 to 31-Mar-14
Students\Grants 1	\$12.78	\$13.03
Step 1	\$13.19	\$13.45
Step 2	\$14.22	\$14.51
Step 3	\$15.09	\$15.39
Step 4	\$15.85	\$16.16
Step 5	\$16.63	\$16.97
Step 6	\$17.45	\$17.80
Step 7	\$18.33	\$18.70
Step 8	\$19.26	\$19.65
Step 9 Techs only*	\$20.23	\$20.63
Step 10 Techs only*	\$21.24	\$21.67

1 The parties agree that the employer may compensate grant employees that are sponsored by any level of government, for the purpose of acquiring job skills, at the student/grants level of the part-time salary grid.

2 The parties agree that only part-time employees that are hired as veterinary technicians may be hired at either step nine or ten and that only those part-time employees that are hired as veterinary technicians will proceed through steps 9 and 10, if hired at a lower step.

3 Acting pay: Refer to 24.05

This agreement signed at Ottawa, Ontario by the duly authorized signing officers for each party hereto.

For the Ottawa Humane Society, this 31st day of October, 2012:

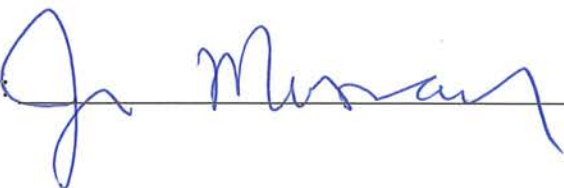
By: 

By: 

By: _____

For the Canadian Union of Public Employees and its Local 503, this 19th day of November, 2012:

By: 

By: 

By: _____

Letter of Understanding Pension Committee

The parties agree that, over the life of this Agreement, a committee shall be struck to:

1. Explore the issue of OHS staff pensions.
2. Research possible options.
3. Develop recommendations for both parties as to a model.
4. Develop an implementation plan that makes the plan viable for the parties.
5. Develop a plan to educate and inform stakeholders about the preferred option or options.

The parties further agree that membership on the committee shall include OHS staff, CUPE 503 representation and senior OHS management and governance volunteers.

The committee shall meet with sufficient frequency so as to deliver its completed work by no later than the commencement of collective bargaining for the next collective agreement.

Letter of Understanding Scheduling and Schedule Changes

In order to assure animal care and welfare, the Ottawa Humane Society must ensure a full staff complement appropriate to its daily needs. Employees are hired and scheduled to fulfill this responsibility.

Casual and part time staff shall declare their availability as follows:

Submit availability:	For period:
By no later than December 31 st	February, March, April
By no later than March 31 st	May, June, July, August
By no later than June 30th	September, October
By no later than September 30th	November, December, January

Where employees do not submit a declaration of availability, the employer shall not be required to schedule that staff member for the period.

In the case where a casual and or part time staff member refuses three shifts in the period, for which they have declared themselves available, the employer shall not be required to schedule that staff member for a period of three months, subject to the employer's operational requirements.

At the Employer's discretion, casual and part time employees with other employment who agree to accept the OHS shifts as scheduled, may, provide the OHS with their other work shifts which may be considered exempt from the availability requirement above.

Once scheduled, the OHS will replace full-time, part-time and casual employees for sick, special, and bereavement leave only.

All annual leave and vacations are scheduled in advance, and will be reflected on the scheduled as posted.

The OHS will not undertake amendments to the schedule to replace employees wishing to have a day or days off that were not pre-scheduled. Employees may propose an alternative employee who has agreed to take a shift. This arrangement must be confirmed by the employee accepting the shift, and must be approved by their Supervisor.

The Supervisor will not approve shift changes that affect more than the staff member requesting the shift off and the staff member taking the shift. (That is, no "domino effect" of schedule changes will be approved.) Further, the Supervisor will consider the alternate

employee's total hours scheduled and number of consecutive days working prior to approving the change in schedule.

Memo of Understanding Staff Attendance

The parties agree that employee attendance and non-availability of employees to work can be to the detriment of the Ottawa Humane Society's animal welfare and care mandate. They further agree that a variety of factors contribute to attendance and worker non-availability, and among them may be OHS policy and procedures and the Collective Agreement.

In order to address this, the parties agree that, over the life of this Agreement, the parties will convene a labour-management committee no less than once each quarter.

Included on the agenda for discussion shall be:

1. The issue of absenteeism at the OHS.
2. The effect of OHS policies and procedures and the Collective Agreement on attendance.
3. Documenting possible solutions for consideration of the parties.