

# **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, 2008 to March 31, 2011**

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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 Administrative Coordinator, and Veterinarian.

### **3.02 – Categories of Employment**

- (a) Full-time employment is defined as 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) Regular part-time employment is defined as regularly scheduled work of twenty-four hours per week or less averaged over two biweekly pay periods but exclusive of replacement situations.
- (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 11 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) Part-time 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. Casual employees shall declare on a biweekly basis availability or non-availability for work on specified days of the next two (2)-week period.

- (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 constructive criticisms of 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 two (2) 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 not later than sixteen (16) working days 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 in 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 and the department(s) he/she represents and the name of the Chief 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 preferred, 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 14 calendar days after such discussion. If the complaint cannot be resolved, the Union shall, within 14 calendar days following the failure to resolve the complaint informally, submit a grievance by filing a written statement of grievance to the Executive Director 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 grievor 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 official 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 – 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.

### **14.03 – 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.

### **14.04 – 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 which may have been placed on the personnel file of an employee shall be removed at the employee's request after not more than 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, regular part-time, or casual part-time, 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 first seven hundred (700) of 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 15, 16, 17, 21, 23 and 25 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. 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.

#### **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.

### **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**

This paragraph shall not apply to positions in the part-time bargaining unit.

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 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 90 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 90 calendar days. The Employer will identify, in writing, what areas of concern give rise to the request. Conditional on completion of a satisfactory trial period, the employee shall be declared the incumbent after the period of 90 days. 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 reorganization shall also be returned to his/her former position, and wage rate without loss of seniority.

#### **16.05 – No Outside Advertising**

This paragraph shall not apply to part-time vacancies in the bargaining unit. No outside advertisement for any vacancy shall be placed until the applications of employees in the full-time bargaining unit have been considered, unless agreed to be 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 outside the City of Ottawa and 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 ends within 24 hours of the course or conference

beginning will be compensated at straight time, and travel time that begins within 24 hours of the course or conference 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.

## **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 a 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**

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.

### **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 and the Union. 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 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 16.05.

## **18.06 – On-call Notification**

The union recognizes that the OHS has an on-call system. On-call is defined as an employee who is scheduled as being on stand-by for a particular day to replace a shift in the occurrence that another employee is unexpectedly unavailable for that shift. If an employee scheduled for on-call does not receive notification that she/he is needed on the day of being on-call by 9:00 AM, then she/he is considered not working for that day.

## **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 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 week, 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 scheduled hours of work in a week, 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.

## **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 in lieu of time off as compensation of the overtime prior to agreeing to work overtime and provided the Employer shall agree to pay in lieu of giving time off, 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 ten (10) statutory holidays as paid holidays:

New Year's Day  
Easter Monday  
Canada Day  
Labour Day  
Christmas Day  
Family Day

Good Friday  
Queen's Birthday  
First Monday in August  
Thanksgiving Day  
Boxing 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 lieu, 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 lieu 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 31<sup>st</sup> 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 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 31<sup>st</sup> 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 Pay**

This paragraph shall not apply to part-time 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 and shall not be changed without the consent of the affected employees.
- (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 involving the months of June, July, August, or December, 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 part-time 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 part-time 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 part-time 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.

The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as agreed between the employee and the Employer.

### **21.06 – Annual Vacation Pay for Part-time Employees**

A part-time employee shall receive annual vacation pay in lieu of an annual vacation with pay, in accordance with his/her years of employment with the Employer as follows:

- (a) Less than two (2) calendar years of employment: four (4) per cent of gross annual salary;
- (b) Two (2) to seven (7) years inclusive of calendar years of employment: six (6) percent of gross annual salary;
- (c) Eight (8) to fourteen (14) calendar years of employment: eight (8) per cent of gross annual salary.
- (d) Fifteen (15) to twenty-four (24) calendar years of employment: ten (10) percent of gross annual salary.
- (e) Twenty-five (25) and more calendar years of employment : twelve (12) percent of gross annual salary.

## **ARTICLE 22 – SICK LEAVE**

Article 22 shall not apply to part-time 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, chiropractor, 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 a medical certificate from a physician certifying the employee’s absence where the employee requires or has taken sick leave for more than three consecutive days. In the event such a certificate is not so provided, the Employer reserves the right to refuse the request for leave and refuse entitlement to paid sick leave credits.
- (b) An employee shall provide a 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.

### **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 such as medical, dental, legal for the employee and/or his/her child and/or her or his parent.
- (b) The unexpected or sudden illness of the employee's spouse or child and/or his or her 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, the employee must have:

- (a) completed her or his probationary period; and
- (b) notified his or her department at least 48 hours in advance of the date and required time off.

In the event of an emergency situation, (b) 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 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) two 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**

The Employer shall grant a leave of absence without loss of seniority benefits to a full-time employee who serves as juror or subpoenaed witness in any court or who is required by subpoena to attend a court of law or coroner's inquest.

The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment received for traveling,

meals, or other expenses. The employee will present proof of service and the amount received. Time spent by a full-time employee required by subpoena to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required by subpoena to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

### **23.08 – Leave for Court Appearance**

In the event that a full-time employee is accused of an offence which requires a Court appearance, he/she shall be entitled to a leave of absence for a maximum of five (5) days per calendar year, without pay.

## **ARTICLE 24 – PAYMENT OF WAGES**

### **24.01 – Pay Days**

The Employer shall pay wages every second Thursday of each month. 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.

### **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, 2008.

### **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 1<sup>st</sup> 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 1<sup>st</sup> 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.

**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 – Compliance with Health and Safety Legislation**

The Employer and employees shall comply with all federal, provincial and municipal health and safety legislation and regulations governing it in its operations.

## **26.03 – Pre-exposure Rabies Vaccination**

Employees are required to provide rabies titre testing annually.

The Employer agrees to inoculate all employees at the Employer's expense, who:

- (a) have direct contact with wildlife and unknown animals in the course of their work, and;
- (b) have titre levels that are below the recommended range.

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

## **26.04 – 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.

## **26.05 – 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, ambulance drivers, agents or kennel staff or other designated staff with the necessary uniforms and clothing as specified below.

- (a) EAPS officers and agents will be provided OSPCA-designated uniforms as required.
- (b) Full-time shelter staff will receive three (3) uniforms at hiring and two (2) each year thereafter, as well as a name tag.
- (c) Part-time shelter staff will receive two (2) uniforms at hiring, and two (2) each year

thereafter, as well as a name tag.

- (d) Employees who are required to wear uniforms, excluding EAPS 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 which shall be placed as the Employer shall determine so that all employees will have access to it and upon which the Union shall have the right, upon request to the Employer and provided the Employer consents which consent shall not be unreasonably withheld, to post notices of meetings and such other notices as may be of interest to the employees.

## **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, 2008 to March 31, 2011 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 by April 30, 2008 following notification of desire to seek amendments or a new agreement, the parties have failed to reach a satisfactory agreement, the parties may mutually agree to request the Ministry of Labour of the Province of Ontario to provide the services of an Officer of Conciliation. Failing this, or 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 the Chief Shop Steward without delay upon first learning of an Emergency. In any event the Employer agrees to advise the Chief Shop Steward of the existence of an Emergency as soon as possible after its occurrence.

## **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 or part-time employees as contained in paragraphs 3.01 (a) and (b) herein respectively, and may include probationary employees and grant employees but shall not include volunteers.

### **32.02 – Articles Not Applying to Probationary Employees**

Notwithstanding anything aforesaid, Articles 15, 16, 17, 21, 23, and 25 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 – Articles Not Applying to Grant Employees**

Notwithstanding anything aforesaid, Articles 12, 13, 15, 16, 17, 21, 24, and 25 shall not apply to grant employees.

### **32.04 – 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 employees 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

<b>WAGE GROUP and JOB TITLE MATRIX</b>	
<b>Level 1</b>	Animal Care Attendant Maintenance Attendant Dispatcher
<b>Level 2</b>	Service Representative: Foster Veterinary Technician Assistant Service Representative: Development Service Representative: Lost and Found/I.D. Service Representative: Adoptions Service Representative: MAS Emergency Animal Services Officer
<b>Level 3</b>	Database Coordinator Finance Coordinator Veterinary Technician PAL Coordinator Humane Education Coordinator Communications Coordinator Maintenance Coordinator Temperament Evaluator Agent
<b>Level 4</b>	Supervisor Inspector

## SCHEDULE B

### Full-time Wage Rates for April 1, 2008 to March 31, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Level 1</b>	\$14.10	\$14.39	\$14.66	\$14.97	\$15.27	\$15.88
<b>Level 2</b>	\$15.58	\$15.89	\$16.20	\$16.53	\$16.85	\$17.52
<b>Level 3</b>	\$16.53	\$16.85	\$17.19	\$17.54	\$17.88	\$18.62
<b>Level 4</b>	\$17.54	\$17.88	\$18.24	\$18.63	\$18.98	\$19.72

### Full-time Wage Rates for April 1, 2009 to March 31, 2010

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Level 1</b>	\$14.60	\$14.90	\$15.17	\$15.50	\$15.81	\$16.44
<b>Level 2</b>	\$16.13	\$16.45	\$16.77	\$17.11	\$17.44	\$18.13
<b>Level 3</b>	\$17.11	\$17.44	\$17.79	\$18.16	\$18.51	\$19.27
<b>Level 4</b>	\$18.16	\$18.51	\$18.88	\$19.28	\$19.64	\$20.41

### Full-time Wage Rates for April 1, 2010 to March 31, 2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Level 1</b>	\$15.18	\$15.49	\$15.78	\$16.12	\$16.44	\$17.09
<b>Level 2</b>	\$16.77	\$17.10	\$17.44	\$17.79	\$18.14	\$18.86
<b>Level 3</b>	\$17.79	\$18.14	\$18.50	\$18.88	\$19.25	\$20.04
<b>Level 4</b>	\$18.88	\$19.25	\$19.64	\$20.05	\$20.43	\$21.23

### Part-time Wage Rates

	01-Apr-08 to 31-Mar-09	01-Apr-09 to 31-Mar-10	01-Apr-10 to 31-Mar-11
<b>Students/Grants 1</b>	\$11.38	\$11.78	\$12.25
<b>Step 1</b>	\$11.75	\$12.16	\$12.65
<b>Step 2</b>	\$12.67	\$13.11	\$13.64
<b>Step 3</b>	\$13.44	\$13.91	\$14.47
<b>Step 4</b>	\$14.11	\$14.61	\$15.19
<b>Step 5</b>	\$14.82	\$15.33	\$15.95
<b>Step 6</b>	\$15.55	\$16.09	\$16.74
<b>Step 7</b>	\$16.33	\$16.91	\$17.58
<b>Step 8</b>	\$17.16	\$17.76	\$18.47
<b>Step 9 Techs only2</b>	\$18.02	\$18.65	\$19.39
<b>Step 10 Techs only*</b>	\$18.92	\$19.58	\$20.36

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.

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

For the Ottawa Humane Society, this \_\_\_\_\_ day of \_\_\_\_\_, 2008:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

For the Canadian Union of Public Employees and its Local 503, this \_\_\_\_\_ day of \_\_\_\_\_, 2008:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**Letter of Understanding regarding Regular Part-time Employment**

(This letter shall form a part of the Collective Agreement)

1. The parties agree that from time to time, the employer may fill certain shifts through posting a part-time position that identifies shifts and hours of work available. The posting shall indicate the number and time of the scheduled shifts not to exceed 24 hours per week, averaged over two bi-weekly pay periods but exclusive of replacement situations. Employees that are hired for such positions on the basis of their commitment to be available and scheduled for the shifts shall be considered regular part-time employees.

2. In addition to the provisions of the Collective Agreement that apply to all part-time employees, the following will apply to the hours worked by regular part-time employees:

2.1 Regular part-time employees shall be paid on level one of the full-time wage grid.

2.2 Regular part-time employees shall receive vacation pay on their regular hours and on additional casual/replacement shifts per Article 21.06.

2.3 Regular part-time employees shall accumulate sick leave credits, pro-rated to the number of hours for which they are hired. Regular part-time employees will not accumulate sick leave credits on additional casual/replacement shifts.

3. It is understood that, should a regular part-time employee be unable on a recurring basis to work the scheduled hours for which he/she was hired, the employee will be deemed to have resigned and will be returned to their former casual part-time position.

Signed at Ottawa, Ontario, this \_\_\_\_\_ of \_\_\_\_\_, 2008:

For C.U.P.E Local 503:

\_\_\_\_\_  
\_\_\_\_\_

For the Ottawa Humane Society:

\_\_\_\_\_  
\_\_\_\_\_