

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

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

**AND:**

**The Ottawa-Carleton Public Employees’ Union, Local  
503 in Affiliation with The Canadian Union of Public  
Employees (C.L.C.)  
(the “Union”)**

**EFFECTIVE: April 1, 2023 to March 31, 2026**

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## **PREAMBLE**

Whereas it is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union, in promoting the utmost cooperation between the Employer and its employees, consistent with the rights of both Parties.

And whereas the Parties agree to operate in a cordial, fair and reasonable manner and in good faith in their dealing with each other and the employees and to this end this Agreement is signed in good faith by the two Parties.

## **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 set out clearly the rates of pay, hours of work and conditions of employment to be observed by the Employer and the Union.
- (c) to recognize the value of joint discussions on subjects contained in this Agreement;
- (d) to encourage the efficiency in operations; and
- (e) 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 promoting;

(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, Local 503 as the sole and exclusive bargaining agent for all employees of the Ottawa Humane Society save and except the, Managers, Persons above the rank of Manager, the Coordinator: Payroll & People and Culture; the Coordinator: People and Culture & Payroll; the Coordinator: People and Culture & Volunteer Operations; the Coordinator: Administration - Executive Assistant, Veterinarians, and grant employees.

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

(a) Full-time employees are those hired for regularly scheduled work more than twenty-four (24) hours per week on average 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, they:

(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. If no casual pool exists within the same classification, the employee may, upon request, maintain their employee status for a period of one hundred and eighty (180) days. During this time, the employee may apply to job postings as an internal candidate in accordance with Article 16.

(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, 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.

A full-time employee accepting a temporary position will continue to receive the benefits of a full-time employee.

Part-time or casual employees or external hires obtaining temporary full-time positions that are expected to last six (6) months or more shall be placed on the wage 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.

Group insurance benefits eligibility will be determined by the terms and conditions of the carrier and as detailed in Article 25.

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 retroactively credited with sick and vacation credits, and shall be enrolled in the benefits package as of that date, based on the eligibility determined as indicated above.

All temporary employees falling within the Scope of OCPEU, Local 503 Agreement shall pay Union Dues from their initial date of employment.

All temporary employees falling within the Scope of the OCPEU, Local 503 Agreement shall be entitled to the rights, benefits and working conditions of the Collective Agreement except as modified by this Article.

All temporary employees falling within the scope of the OCPEU, Local 503 Agreement shall be entitled to apply for internal job competitions in the same manner as any employee of the Society.

(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.

(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 their 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. The use of volunteers will not result in the replacement, transfer or lay-off of bargaining unit employees, unless otherwise agreed by the Union.

### **3.03 – No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their 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, as amended from time to time, 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, gender identity, gender expression, age, record of offences, marital status, family status or disability.

(i) All terms above defined as per the *Ontario Human Rights Code*.

(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 the duty to accommodate in accordance with the provisions of the Ontario *Human Rights Code*, as amended from time to time.

## **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.

## **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**

The Employer shall comply with reporting the amount of Union Dues paid by each Union member in the previous year.

### **6.04-Indemnity**

The Union and its members agree to indemnify and save the Employer harmless with respect to any and all claims or other forms of liability that the Employer may incur resulting from deductions and remittances made in accordance with this Article.

## **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, a Representative 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, at the convenience of the Employer for the purpose of acquainting the new employee with the benefits and duties of union membership and their 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 President and CEO, 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) supporting the effective functioning of the Joint Health and Safety Committee;

(d) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);

(e) absenteeism and attendance.

### **9.03 – Meetings of Committee**

The Committee shall meet at the request of either party, or quarterly if not otherwise requested, at a mutually agreed time and place and pending agenda items. The Union will undertake the scheduling of the meeting. 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 to 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, and lectures, to be held on the Employer's premises at times, and under conditions agreed to by the Employer, following a formal request to the President and CEO.

### **ARTICLE 11 – DECISIONS OF EMPLOYER**

#### **11.01 – Employer Shall Notify Union**

Significant decisions made by 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.

The Employer will bring the following situations to the attention of the Union:

- Elimination of a position
- Redundancies
- Significant changes to the major functions of a position
- Written disciplinary letters for all Union members

## **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 who the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

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

### **12.02 – Employer Investigations**

Internal investigations carried out by the Employer which directly affect employees shall be initiated as soon as reasonably possible after the Employer becomes aware of an event necessitating an investigation.

### **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 their complaint with their manager within 10 business days of the incident or facts giving rise to the complaint. The employee may, at their 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 business days after such discussion.

#### **12.06 – Step Two of the Grievance Procedure**

If the complaint cannot be resolved, the Union shall, within 15 business days following the failure to resolve the complaint, formally submit a grievance by filing a written statement of grievance to the President and CEO or designate. The grievance will outline the nature of the dispute, the relevant provisions of the Collective Agreement alleged to have been breached and the remedy sought, and it must be signed and dated by a Union Representative. Where possible, the grievance will be signed and dated by the employee. The Union reserves its right to amend the grievance as required.

The Employer and the Union shall meet within 10 business 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 Union within 10 business 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 10 business 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 mutual agreement between the 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 OCPEU, Local 503 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 their 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 their immediate designated supervisor.

### **14.02 – Notice of Discipline**

Where a manager intends to discipline an employee, or to investigate matters for the purpose of determining whether to take disciplinary action against that employee, the manager shall notify the employee in advance in order that the employee may contact their 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 their personnel file at a mutually agreed time. An employee shall have the right to receive copies of any material contained in their personnel file at such time. The employee, on receipt of such copies, will sign a release form stating that they 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 as 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. This period will automatically be extended by the length of any period of leave of absence or sick leave in excess of sixty (60) calendar days.

## **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 and casual 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**

A newly hired full-time employee in the bargaining unit shall be on probation for the first ninety (90) calendar days of their employment and a newly-hired part-time or casual employee in the bargaining unit shall be on probation for six hundred and twenty-four (624) paid hours.

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 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 their 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 absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.
- (b) An employee shall lose all seniority and be deemed terminated in the event the employee:
  - (i) is discharged for just cause and is not reinstated.
  - (ii) resigns in writing.
  - (iii) fails to return to work within five (5) working days following recall unless through sickness or unavoidable cause the employee is unable to return.
  - (iv) becomes legally ineligible to work in Canada for a period of ten (10) working days.
  - (v) 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 their 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.
  - (vi) has been laid off for a period in excess of 180 calendar days in accordance with Article 17.02.
  - (vii) has been maintaining employee status for greater than 180 days in accordance with Article 3.02(b)(ii).

#### **15.05 – Transfer and Seniority Outside Bargaining Unit**

- (a) No employee shall be transferred to a position outside the bargaining unit without their and the Union's consent.
- (b) Any transfer of an employee outside this Agreement is limited to a period not exceeding thirteen (13) months in length.
- (c) 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 seven (7) calendar 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) calendar days of the selection of the successful candidate, unless agreed otherwise between the Employer and the Union.

### **16.02 – Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, education, skills, and experience as well as 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 their 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 their seniority multiplied by 1,950 so as to express it in hours of work; and
- (ii) a part-time employee prior to the transfer shall have their seniority divided by 1,950 so as to express it in years of employment.

#### **16.04 – Trial Period**

The successful applicant shall be notified within one (1) week following their selection. They shall be given a trial period of 90 (ninety) calendar days, during which time they 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 (ninety) calendar days. The Employer will identify, in writing, what areas of concern give rise to the request. Conditional on the Employer's determination of satisfactory completion of the 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, they shall be returned to their 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 their 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 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 professional development opportunities are 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.

Employees may request job shadowing opportunities to explore positions within the OHS. Where practical, as determined by the Employer, they may be offered on an unpaid basis. Should opportunities be oversubscribed, opportunities shall be offered in order of seniority.

#### **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.

For part-time and casual employees, the Employer shall reimburse the employee for periodic professional association fees or dues required to maintain professional status that are required as a condition of employment, prorated from 1,950 hours to the employee's scheduled hours of work, unless that employee has been reimbursed by another employer.

The Employer shall have sole discretion to determine whether professional status is a necessary qualification for any employee's current job.

### **ARTICLE 17 – LAYOFFS AND RECALLS**

#### **17.01 – Definition of Layoff**

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

(i) The Parties further agree that should operational requirements necessitate a reduction in hours, an involuntary reduction of up to five percent (5%) in the regular hours of work of said employee shall not be considered a layoff so long as 17.02(a) and (b) are complied with.

(ii) Where an involuntary reduction is implemented, a corresponding increase in the use of volunteers or contracted services performing the same or similar duties shall not be permitted.

(iii) In the event that the reduced hours become available within two (2) years of the reduction, such hours shall be offered to those employees within the same classification and shift who suffered a reduction in hours in order of seniority, followed by any remaining employees performing the work in the same classification and shift in order of seniority. If

no employee accepts those hours, the hours will be assigned in order of reverse seniority to employees within the same classification and shift with four (4) weeks of advanced notice.

(b) Exceptions for part-time employees:

(i) it shall not be considered to be a layoff where the Employer creates a full-time position from one or more part-time positions.

(ii) seasonal reductions in the hours of work for part-time employees shall not constitute a layoff. However, it is understood that:

- such employees are entitled to Advance Notice in accordance with Article 17.02(b); and,
- in the event of a seasonal reduction in the hours of work for part-time employees, as per Article 17.01(b)(ii), employees shall have their hours reduced in the reverse order of their seniority within a shift and classification, provided that the remaining employees have the knowledge, skill, ability and qualifications to do the job; and
- in the event the reduced hours become available within two (2) years of reduction, such hours shall be offered to those employees in the same classification and shift who suffered a reduction in hours in order of seniority, followed by any remaining employees in the same classification and shift performing the work in order of seniority. If no employee accepts those hours, the hours will be assigned in order of reverse seniority to employees within the same classification and shift with four (4) weeks of advanced notice.

(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 – 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 *Employment Standards Act* and its Regulations, as amended from time to time 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, they shall be paid for the days for which work was not made available.

(b) The Employer shall give thirty (30) calendar days or as much notice as is reasonably possible to part-time employees who are to be laid off, prior to the effective date of layoff.

### **17.03 – Organizational or Technological Change**

In the event the Employer is proposing the introduction or implementation of organizational or technological change, which will result in employees or positions being declared redundant, the Employer agrees to notify the union as far as possible in advance of its intentions and to update the information provided as new development arise and modifications are made.

An Employee in any position which has been declared redundant, as a result of the organizational or technological changes may be placed in a vacant position subject to the following:

- the Employee may only be placed in a vacant position at the same Level (as per Appendix A)
- the Employee may only be placed in a vacant position in the same category of employment as outlined in Article 3.02
- the Employer has the right to establish qualifications for any vacancy
- in order for an Employee to be placed in a vacant position, they must have the knowledge, ability, and qualifications to do the job, and a required level of competency as established by the Employer
- should the employee refuse a placement into a vacant position, the Employer shall have no further obligation, and the employee shall be deemed to have resigned their employment
- where no vacancies exist and the Employee is laid off and not recalled under Article 17.04, the Employer shall provide any applicable outstanding payment, if any, as may be required on termination with respect to notice, pay in lieu of notice and severance pay (if applicable) under the Employment Standards Act 2000 (as amended from time to time). The amount of such entitlement shall not be less than the amounts specified in the Employment Standards Act 2000, in effect as at the date of signing.

### **17.04 – 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 their 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 they are unable to return;
- (iii) upon the employee notifying the Employer that they do 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, skill, 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.

#### **17.05 – Grievance on Layoffs and Recalls**

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

#### **17.06 – Conditions upon Lay-off**

An employee laid off shall be entitled to be covered by the Employee Benefit Plans while they have a right of recall as stated in Article 17.04, subject to eligibility and provided the employee pays their 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. The Employer agrees that changes to an employee's regularly scheduled hours will be according to operational requirements and the Employer will make their best efforts to maintain a regular and consistent schedule for employees. 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.

Employees shall receive one fifteen (15) minute paid rest period when they work four (4) hours or more. Employees who work eight (8) hours or more shall receive a total of two fifteen (15) minute paid rest periods to be taken within their eight (8) hour shift. Employees shall receive a 30-minute unpaid meal break in accordance with the *Employment Standards Act, 2000*.

With the exception of scheduled meetings and professional development sessions, no employee will be required to work a period of less than four hours in duration.

#### **18.02 – Permanent Changes in Hours**

Full-time and part-time 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. Any permanent increase to an employee's regular number of hours shall be made only with four (4) weeks' notice to the employee. The Employer shall offer the increased hours to employees within the same classification and

shift in order of seniority. If no employee accepts the increase in hours, the hours will be assigned in order of reverse seniority to employees within the same classification and shift with four (4) weeks of advance notice.

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 work must have the approval of their supervisor. Except in cases of emergency, employees shall be given reasonable advance notice (24 hours) of schedule changes.

Emergency shall be defined as per Article 31. Emergencies are temporary and employees shall return to their regularly scheduled hours when the emergency ceases and operations return to normal.

#### **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.

#### **18.06 – 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:

By no later than November 15th	January, February
By no later than January 15th	March, April
By no later than March 15th	May, June, July, August
By no later than July 15th	September, October
By no later than September 15th	November, December

Where employees do not submit a declaration of availability, the Employer shall not be required to schedule that staff member for the period. If the employee makes no declaration of availability into the system, the Employer will deem that to mean the employee is fully unavailable. If an employee is fully available, they must inform their supervisor in writing before the deadline above.

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.

Where an employee has been unavailable for three months, because they did not provide availability, declared themselves unavailable, or provided limited availability such that they could not be reasonably scheduled, they will be considered to have resigned from their position.

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 or in accordance with Article 18.03.

All vacations are scheduled in advance and will be reflected on the posted schedules.

The OHS may undertake amendments to the schedule to replace employees wishing to have a day or days off that were not pre-scheduled in accordance with Article 18.03. 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.

**18.07 – Exceptions to Maximum of 24 Hours per Week**

(a) The Parties agree that normally part-time employees within the bargaining unit are

regularly scheduled for up to twenty-four (24) hours per week in any given classification within the bargaining unit. However, the Parties agree that employees within this bargaining unit may work more than twenty-four (24) hours per week in any given classification within the bargaining unit under the following circumstances provided that such circumstances are for a reasonable period of time and agreed upon by the Union.

(i) To cover-off unforeseen staffing shortages or replacement situations. It is understood that replacement situations include sick leave and vacation leave.

(ii) To cover off increased workload during peak periods. The parties recognize that peak periods may vary from year to year and between departments, but that this agreement shall not pertain to any period six months or longer in a given year or department.

(iii) It is recognized that certain programs are not offered throughout the calendar year and may require that an employee work more than twenty-four (24) hours per week, but less than forty-two (42) hours per week.

(b) It is understood that work performed under the circumstances described within (i), (ii), (iii) above may be in more than one classification.

(c) The Union agrees that employees who work more than twenty-four (24) hours per week under the above circumstances are not considered to be full-time employees.

(d) It is understood that part-time employees may apply for and be hired to work in other casual positions and that those hours will not be included as part of their regularly scheduled hours as per (a) above. Part-time employees who are hired and work in other casual positions shall be entitled to overtime pay as per Article 19.02.

(e) The Union can request that the Employer provide it with data on a case-by-case basis outlining the hours worked of individual part-time employees. The Employer agrees to provide such data within two (2) weeks of the date of the Union's request.

## **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:

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.

(a) 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.

(b) 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.

(c) Overtime rates shall not be paid for employee training, cross-training, or travel.

(d) 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 time off in lieu 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 twelve (12) statutory holidays as paid holidays:

New Year's Day	Family Day
Easter Monday	Good Friday
Victoria Day	Canada Day
First Monday in August	Labour Day
National Day for Truth and Reconciliation	Thanksgiving Day
Christmas 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.

The Employer will also recognize Remembrance Day, as a paid holiday. Compensation for Remembrance Day will be paid as per Article 20.02 for full-time employees and Article 20.03 for part-time employees, with the exception in both circumstances where an employee is required to work, that employee will be paid his regular wage only for the hours worked and not one and one-half times their rate.

(b) The Employer will credit each full-time 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. In order to be eligible for the additional vacation day, the full-time employee must be hired by July 1 of the current year.

(c) The Employer will credit each part-time employee with one additional day, pro-rated from 1,950 hours to their regularly scheduled number of hours. In order to be eligible for the additional day, the part-time employee must be hired by July 1 of the current year.

#### **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 (1.5) 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 or casual 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 (1.5) times their 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 or casual 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 part-time or casual employees.

Employees must make arrangements to use accumulated lieu time at the earliest mutually agreeable time. All accumulated lieu time must be used by March 31st each year.

Where the Employer is unable to grant the lieu time, up to one week of the employee's regularly scheduled hours may be carried forward.

Any amount of lieu time in excess of one week of the employee's regularly scheduled hours at March 31 shall be paid out at the employee's current regular wage.

## **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 their years of employment as follows:

(a) Three (3) weeks per year, which is earned at the rate of one point two-five (1.25) working days for each completed month of continuous employment, if the employee has completed less than six (6) years of continuous employment.

(b) Four weeks (4) per year, which is earned at the rate of one point six-six (1.66) working days for each completed month of continuous employment, if the employee has completed six (6) years but less than thirteen (13) years of continuous employment.

(c) Five (5) weeks per year, which is earned at the rate of two point zero-eight (2.08) working days for each completed month of continuous employment, if the employee has completed thirteen (13) years but less than twenty-one (21) years of continuous employment.

(d) Six (6) weeks per year, which is earned at the rate of two point five (2.5) working days for each completed month of continuous employment, if the employee has completed twenty-one (21) years of continuous employment.

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

#### **21.02 – Vacation Schedule**

This paragraph shall not apply to casual employees.

(a) Where the employment of an employee ceases before the employee has been given a vacation with pay pursuant to paragraph 21.01 above, the Employer shall pay to the employee an amount equal to the accrued vacation earned.

(b) Vacation schedules shall be subject to operational requirements.

(c) An employee shall give notice to the Employer by March 1 in each year of the employee's request for a vacation for the period April 1 to September 30th and shall give notice to the Employer by September 1 in each year of the employee's request for a vacation for the period of October 1 to March 31. The Employer shall post a vacation schedule by the following April 15<sup>th</sup> and October 15 respectively. 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, they 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 their period of vacation, there shall be no deduction from that employee's annual vacation with pay for such absence.

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 from 1,950 hours to the number of regular, but not replacement hours, worked in accordance with their years of employment with the Employer as follows:

(a) Two (2) weeks per year, which is earned at the rate of point eight three three (.833) working days for each completed month of continuous employment, if the employee has completed less than two (2) years of continuous employment.

(b) Three (3) weeks per year, which is earned at the rate of one point two-five (1.25) working days for each completed month of continuous employment, if the employee has completed two (2) years but less than six (6) years of continuous employment.

(c) Four weeks (4) per year, which is earned at the rate of one point six-six (1.66) working days for each completed month of continuous employment, if the employee has completed six (6) years but less than thirteen (13) years of continuous employment.

(d) Five (5) weeks per year, which is earned at the rate of two point zero-eight (2.08) working days for each completed month of continuous employment, if the employee has completed thirteen (13) years but less than twenty-three (23) years of continuous employment.

(e) Six (6) weeks per year, which is earned at the rate of two point five (2.5) working days for each completed month of continuous employment, if the employee has completed twenty-three (23) years of continuous employment.

#### **21.07- Conversion of Vacation Entitlement between Full- and Part-time Employment**

When an employee transfers between full- and part-time employment, vacation entitlement shall be calculated as follows:

A full-time employee who becomes a part-time employee shall be credited with hours worked based on a year's service at 1,950 or pro-rated part thereof, irrespective of the actual full-time hours worked.

A part-time employee who becomes a full-time employee shall be credited with actual regularly scheduled hours worked, not including casual replacement shifts, converted to a full-time start date, based on 1,950 hours 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 entitlement to paid sick leave credits.

(b) An employee shall provide the Employer's medical certificate completed by a physician or nurse practitioner 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 their 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 their immediate family dies.

(b) A part-time or casual employee shall be entitled to bereavement leave with pay for a period of up to three scheduled shifts in a three-day period when a member of their immediate family dies.

(c) For the purposes of this article, immediate family shall be defined as their 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.

(d) Full-time and part-time employees shall be entitled to bereavement leave with pay for one (1) scheduled shift upon the death of their own pet dog, cat or rabbit that occurred within 48 hours prior to that scheduled shift.

(e) Bereavement leave with or without pay may be granted upon request for more than three days or shifts, at the Employer's discretion.

(f) The Employer agrees that the entitlements to bereavement leave under (a) and (b) of this Article shall be granted, upon request, at a later date should the employee attend or participate in a ceremony related to the death.

### **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 or part-time employee to be absent from their employment with full pay for one of the following reasons:

(a) Professional appointments including medical, dental, mental health and/or legal for the employee, the employee's dependent child, partner 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 or partner which prevents the employee from reporting to duty.

(c) Emergency situations which prevent the employee from reporting to duty.

To qualify for special leave:

(i) the employee must have completed her or his probationary period; and

(ii) the employee must have notified his or her department at least 48 hours in advance of the date and required time off,

(iii) replacement staff must be available.

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

For full-time employees, 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.

For part-time employees, special leave is limited to a maximum of twenty (20) hours per annum, non-cumulative, and may be taken on an hourly basis and in minimum units of thirty (30) minutes. Any hours in excess of one shift may be granted by the Employer. Application beyond one shift will be considered on an individual basis and authorization shall be solely at the discretion of the Employer.

All employees who have been granted special leave may be required to produce satisfactory evidence regarding the reason for the leave.

Any time taken as special leave shall be counted as time taken as emergency leave pursuant to the Employment Standards Act.

#### **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.

#### **23.09 Unpaid Leave**

Except in cases of a statutory leave, employees shall not earn annual vacation with pay under Article 21 during periods of unpaid leave where the Employee is not actively at work and not in receipt of wages for a period of thirty (30) days or more.

### **ARTICLE 24 – PAYMENT OF WAGES**

#### **24.01 – Pay Days**

The Employer shall pay wages every second week. Employees shall be also provided with an itemized statement of their wages, overtime, any supplementary pay and deductions.

In order to process payroll, Employees will produce a completed signed timesheet 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, 2023.

#### **24.03 – Pay Notes**

##### **(a) Movement Between Wage Groups and Employment Categories**

###### **Movement to a new job**

Where an employee is promoted to a new job, they will be placed on the wage grid at the first step that provides for an increase to their hourly wage.

### **Movement between full- and part-time or casual status within the same job**

Where an employee remains in the same job but changes status, the employee will remain at the same wage rate.

### **Part-time or casual employees holding more than one job**

Where a casual or part-time employee obtains a second job in a different wage level, they will be placed on the step within that level based on his or her experience for that position. Paid hours accrued in each position will apply to progressional adjustment for the specific position in which they accrued.

Where a casual or part-time employee obtains a second job at the same wage level, their step for the second job will be the same as for the first job, and all hours worked in either job shall count as cumulative paid hours for the purposes of progressional adjustment.

### **Full-time employees working across different wage groups**

Where a full-time employee's hours are based on two jobs in different wage groups, they shall receive the appropriate rate of pay for the hours worked in each specific classification.

#### **(b) 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.

#### **(c) Progressional Wage Adjustments**

Full-time employees shall receive progressional adjustments effective their anniversary date.

Part-time and casual employees shall receive progressional adjustments effective the pay period most closely following their completion of their first 1,500 paid hours and each subsequent 1,500 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 their authority and was not negligent in the execution of their 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 regular duties of a position having a higher salary range than the employee's normal salary, shall be paid the minimum rate of the higher classification provided it is at least 104% of their current wage. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.

No acting assignment may continue longer than six (6) months without being posted and filled, without an agreement between the Union and the Employer to extend such assignment.

### **ARTICLE 25 – EMPLOYEE BENEFIT PLANS**

Article 25 shall not apply to part-time or casual 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 \$600 in every two calendar years period, per employee and dependent;
- (f) Long Term Disability Insurance;
- (g) Retirement Savings Plan;
- (h) A Health Spending Account.

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; effective December 10, 2024, for sub-paragraph (g) above, the Employer shall contribute four (4) percent and the employee shall contribute five (5) percent of gross pay to a self-directed RSP plan.

For sub-paragraph (h), all full-time, part-time and casual employees who have passed their probation shall be eligible to receive the Health Spending Account to a maximum of \$300.00 per calendar year.

#### **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.

## **ARTICLE 26 –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 their absence from employment because of such injury, provided such employee continues to pay the employee portion of the premium costs, where applicable.

## **ARTICLE 27 - HEALTH AND SAFETY**

### **27.01 – 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 OCPEU, Local 503 Occupational Health and Safety Committee Minutes, as identified within the Terms of Reference, to the offices of OCPEU, Local 503 in a timely manner.

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

Employees who have direct contact with wildlife and/or stray animals in the 72 hour stray hold period 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 and will compensate employees for titre testing where it is not covered by provincial or personal health plans.

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.

#### **27.03 – 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.

## **27.04 – 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 kennel staff or other designated staff with the necessary uniforms and clothing as specified below.

- (a) 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.
- (b) 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.
- (c) Employees who are required to wear uniforms, shall be provided a shoe allowance of \$130.00 every January for the purchase of job-appropriate footwear.
- (d) Employees on a leave of more than six months shall not receive a shoe allowance. Exceptions may be made on a case-by-case basis at the Employer's discretion.
- (e) Premises staff shall be provided with CSA approved safety boots as required.

## **ARTICLE 28 – GENERAL CONDITIONS**

### **28.01 – 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.

### **28.02 – 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 29 – COPIES OF AGREEMENT**

### **29.01 – Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their 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 30 – TERM OF AGREEMENT**

### **30.01 – Period of Agreement**

(a) This agreement shall remain in force and effect from April 1, 2023 to March 31, 2026 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 within the ninety (90) calendar days prior to the contract expiry date.

(c) Within thirty (30) calendar days of the receipt of this notice, the parties shall meet for the purpose of exchanging the proposed amendments or terms of the new agreement. The time limits may be extended by mutual agreement.

(d) Within fifteen (15) working days of receipt of such proposed amendments, the parties are required to enter into negotiations for a new Agreement. The time limits may be extended by mutual 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.

(b) 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.

(c) The Decision of the Board of Arbitration shall be final and binding on both Parties.

(d) Each party shall bear the expense of its own appointee 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.

## **ARTICLE 31 – EMERGENCIES**

### **31.01 - Definition**

The Union understands and accepts that the Employer, in order to comply with the Provincial Animal Welfare Services Act (Ontario), Health Protection and Promotion Act (Ontario), Animal Health Act (Ontario), 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 Union office of OCPEU, 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 3.02 (a) and (b) herein respectively and may include probationary employees but shall not include volunteers.

### **32.02 - Service**

The word "service", when used in this agreement, refers to actual paid time worked with the Employer.

### **32.03 - Classification**

For the purposes of this Agreement, the term classification shall refer to wage group.

### **32.04 - Origin of 624 Hours Probation for Newly Hired Part-Time Employees in Article 15**

The calculation of 624 hours for the probationary period for newly hired employees is based on six months employment at 24 hours weekly.

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

Notwithstanding anything aforesaid, Articles 16, 23, 24.05, 25 and 25.01 (h) 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.

### **32.06 – Agreement Not Applying to Volunteers**

This Collective Agreement shall not apply to volunteers.

## **ARTICLE 33 – CONTRACTING OUT**

### **33.01 – Contracting Out**

The Employer will not contract out any work regularly performed by members of the bargaining unit to the extent that such contracting out results in a layoff of any scheduled employee in the bargaining unit.

## **ARTICLE 34 – TEMPORARY POSITIONS**

### **34.01 – Temporary Positions**

Employees hired into a temporary position created as a result of a pregnancy and/or parental leave within the bargaining unit shall be returned to their substantive position following the completion of the temporary term. Temporary positions created as a result of a pregnancy and/or parental leave shall be completed upon the return of the incumbent and shall be subject to the trial period in Article 16.04. Where an extension to the usual, anticipated length of such a temporary vacancy is required, the Union will be advised of the required extension.

Any other employee promoted or transferred because of such a rearrangement of positions shall also be returned to their substantive position at the completion of the temporary position described above, inclusive of any extensions. If an incumbent does not return to their substantive position, the Employer may post the vacancy in accordance with Article 16.01.

SCHEDULE A

<b>WAGE GROUP and JOB TITLE MATRIX</b>	
<b>Level 1</b>	Attendants
<b>Level 2</b>	Service Representatives Veterinary Technician Assistants
<b>Level 3</b>	Coordinators Marketing Coordinator Veterinary Technicians Veterinary Technician Assistants (Mobile)
<b>Level 4</b>	Supervisors

**SCHEDULE B**

Effective April 1, 2023, all hourly rates will be increased by 3.5%, to the following:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Level 1</b>						
Attendants	20.59	21.46	22.30	23.20		
<b>Level 2</b>						
Service Representatives	22.75	23.67	24.60	25.59		
Veterinary Technician Assistants	22.75	23.67	24.60	25.59		
<b>Level 3</b>						
Coordinators	24.61	25.61	26.63	27.69	28.84	29.96
Marketing Coordinator	25.53	26.57	27.63	28.73	29.92	31.09
Veterinary Technician	25.53	26.57	27.63	28.73	29.92	31.09
Veterinary Technician Assistants (mobile)	24.15	25.12	26.14	27.19		
<b>Level 4</b>						
Supervisors	28.21	29.37	30.54	31.75	33.03	34.35

Effective April 1, 2024, all hourly rates will be increased by 3%, to the following:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Level 1</b>						
Attendants	21.20	22.10	22.97	23.90		
<b>Level 2</b>						
Service Representatives	23.43	24.38	25.34	26.35		
Veterinary Technician Assistants	23.43	24.38	25.34	26.35		
<b>Level 3</b>						
Coordinators	25.35	26.37	27.43	28.52	29.70	30.86
Marketing Coordinator	26.30	27.37	28.46	29.59	30.82	32.02
Veterinary Technician	26.30	27.37	28.46	29.59	30.82	32.02
Veterinary Technician Assistants (mobile)	24.87	25.87	26.93	28.01		
<b>Level 4</b>						
Supervisors	29.06	30.25	31.46	32.71	34.02	35.38

Effective April 1, 2025, all hourly rates will be increased by 2.5%, to the following:

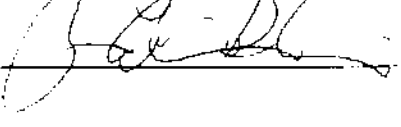
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Level 1</b>						
Attendants	21.73	22.65	23.55	24.50		
<b>Level 2</b>						
Service Representatives	24.02	24.99	25.97	27.01		
Veterinary Technician Assistants	24.02	24.99	25.97	27.01		
<b>Level 3</b>						
Coordinators	25.98	27.03	28.12	29.23	30.44	31.63
Marketing Coordinator	26.96	28.05	29.18	30.33	31.59	32.82
Veterinary Technician	26.96	28.05	29.18	30.33	31.59	32.82
Veterinary Technician Assistants (mobile)	25.49	26.52	27.60	28.71		
<b>Level 4</b>						
Supervisors	29.79	31.01	32.25	33.52	34.87	36.27

**SIGNING PAGE**

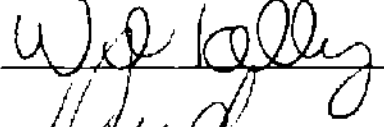
This agreement signed at Ottawa, Ontario by the duly authorized signing officers for each party hereto.

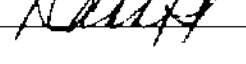
For the Ottawa Humane Society, this <sup>4th</sup> day of February 2025.

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

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

For the Ottawa-Carleton Public Employees' Union, Local 503, this 6 day of FEB, 2025.

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

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

## LETTER OF UNDERSTANDING #1

### LABOUR MANAGEMENT COMMITTEE

#### AUTHORITY

It is to the mutual benefit of both the Union and the Employer to establish and maintain a sound communicative and co-operative relationship. The Collective Agreement negotiated between the parties provides, in Article 9, for a Labour Management Committee where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which are not dealt with through any alternate procedures.

#### PURPOSE

The Committee will discuss areas of mutual concern including such items as upcoming plans and changes, employee relations and morale, and shall seek to promote understanding and agreement between the parties. However, it will not perform any of those functions which are exclusively the functions of Management and/or the Union. It is understood that the Committee shall act in an advisory capacity and shall have no power to alter or amend, add to or modify, the terms of the Collective Agreement. The Committee is not intended in any way to replace or infringe upon the grievance or negotiating procedures.

#### TERMS OF REFERENCE

In order to facilitate the role of the Labour Management Committee, the purpose of the Committee will be guided by the Terms of Reference:

1. To work together to accomplish complementary objectives in a climate of trust and respect;
2. To provide information pertaining to OHS initiatives and programs;
3. To exchange views concerning matters of interest between the parties;
4. To generate new ideas and to discuss issues openly;
5. To explore resolutions of challenges raised by the parties;
6. To make suggestions or recommendations;
7. To practice principles of high quality and service;
8. To deal with matters of mutual interest which are not dealt with through any alternate procedures.

#### COMMITTEE PARAMETERS

1. The parties agree that active grievances will not be the subject of discussion at the Labour Management Committee meetings. Discussions may be had at the Committee meetings to clarify and interpret articles in the collective agreement, on a without prejudice or precedent basis.
2. Issues requiring confidentiality will be identified in advance and will proceed by mutual agreement. Such matters will be discussed for the information of committee members only.

3. Decisions will be made by consensus. If consensus cannot be reached, then the matter is set aside. Once consensus is achieved, the committee's decision will be acted upon.

4. Should the Union or Management not make its views known prior to or at the Committee meeting dealing with any report or recommendations, this shall not be construed as concurrence by the Union or Management.

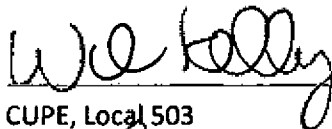
5. The Terms of Reference shall be reviewed by Committee Members upon ratification of a new Collective agreement between the parties or at any other time that is mutually agreed to by the parties.

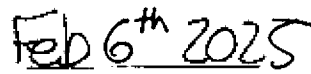
**COMPOSITION:**


Membership is comprised of the following:

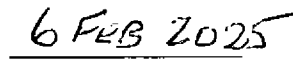
- President, CUPE, Local 503, or designate Vice President, CUPE, Local 503
- Labour Representatives, CUPE, Local 503
- Steward(s) appointed by CUPE, Local 503 and recognized by the Employer
- President and CEO, OHS
- Director: People and Culture, OHS
- OHS Department Representatives, as identified by the Employer

The committee structure may be amended and agreed upon between the parties.


  
\_\_\_\_\_  
CUPE, Local 503

  
\_\_\_\_\_  
Date

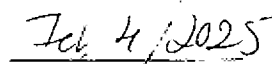
  
\_\_\_\_\_  
CUPE, Local 503

  
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\_\_\_\_\_  
Ottawa Humane Society

  
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Date

  
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Ottawa Humane Society

  
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Date